

**CONTRACT #33**  
**RFS # 329.01-170**  
**FA # 06-16576-00**

**Department of Correction**

**VENDOR:**  
**FCM-MTC Medical, LLC d.b.a.**  
**First Medical Management**



STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
3<sup>rd</sup> FLOOR RACHEL JACKSON BUILDING  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465  
OFFICE (615) 741-1000 EXT. 8094 ! FAX (615) 741-4605

RECEIVED

APR 21 2008

FISCAL REVIEW

## MEMORANDUM

**TO:** Robert Barlow  
Department of Finance and Administration  
Office of Contracts Review

**FROM:** Cathy Posey, Assistant Commissioner *CPosey*  
Administrative Services

**DATE:** April 18, 2008

**SUBJECT:** Request for Non Competitive Amendment #1 to RFS # 329.01-170

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Enclosed for your review and approval is the subject request for amendment one to TDOC's contract with First Medical Management for medical services to inmates.

This amendment is to become effective on July 1, 2008 and will accomplish three things.

1. The amendment will increase the funding authorization under the contract to provide health services to the additional inmate population at Morgan County Correctional Complex related to new construction that is increasing the number of inmate beds at the facility.
2. The amendment will increase the overall funding authorization to include funding for the first of two contract option years (option year one is January 1, 2009 through December 31, 2009).
3. The amendment will increase the per diem and the State's share of hospitalization costs based on actual health care costs.

Thanking you in advance for your consideration of this request.

C: Leni S. Chick, Fiscal Review Committee ✓  
George M. Little, Commissioner  
Bob McKee, Select Oversight Committee on Corrections  
Gayle Ray, Deputy Commissioner

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # RFS 329.01-170

2) State Agency Name : Department of Correction

## EXISTING CONTRACT INFORMATION

3) Service Caption : Contracted services for inmate healthcare

4) Contractor : FCM-MTC, dba, First Medical Management (FMM)

5) Contract # FA-06-16576-00

6) Contract Start Date : 1/1/2006

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : 12/31/20108) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$213,805,000

## PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # #110) Proposed Amendment Effective Date : 7/1/2008  
(attached explanation required if date is < 60 days after F&A receipt)11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : 12/31/201012) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$237,285,000

13) Approval Criteria : (select one)

☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects &amp; Any Additional Service :

This amendment will accomplish three things:

a) the amendment will increase the funding authorization under the contract to provide health services to the additional inmate population at Morgan County Correctional Complex where the population is changing due to new construction that is increasing the number of inmate beds at this facility.

b) the amendment will increase the overall funding authorization to include funding for the first option year which begins January 1, 2009.

c) the amendment will increase the per diem and the State's share of hospitalization costs based on actual health care costs.

**15) Explanation of Need for the Proposed Amendment :**

The amendment is needed to:

a) increase the funding authorization due to the phase in of new prison beds at the Morgan County Correctional Complex

b) increase the funding authorization based on the contract inflator as required in Section C.3.1. of this contract for the first option year that starts January 1, 2009

c) increase the per diem and adjust the State's share of hospitalization costs due to actual medical costs exceeding the rate currently paid by the State. The amended per diem and hospitalization is less than the rate proposed by the other potential vendor in the original RFP, but is sufficient to cover anticipated actual costs.

**16) Name & Address of Contractor's Current Principal Owner(s) :**

(not required if proposed contractor is a state education institution)

FCM-MTC Medical, LLC, dba, First Medical Management (FMM) 500 North Marketplace Drive, Centerville, Utah 84014

**17) Documentation of Office for Information Resources Endorsement :**

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

The Department of Correction reviewed other options for the provision of these services. The department conducted an analysis that compared what resources would be required for the Department of Correction to take over provision of all health care services, what the other respondent bid on the original RFP, what costs would be if a new RFP were issued (based on other state correctional contracts for health services) and what an increased per diem based on actual costs for the current provider would be. After the review it was determined that an increase to the per diem on the current contract would result in the lowest cost for the provision of health care services to the inmate population.

**21) Justification for the Proposed Non-Competitive Amendment :**

This contract was the result of a competitively bid Request for Proposals (there were two respondents). The term of this contract is for three years with up to two additional one year extensions. This amendment extends the contract for the first option year, adjusts the funding amount to include additional inmate population at the Morgan County Correctional Complex due to construction of additional inmate beds, and adjusts the current vendor's per diem and shared hospitalization costs based on actual health services expenditures. As previously stated, the department conducted an extensive review of different cost options, and this option will provide health services to the inmate population at the lowest possible cost.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


Agency Head Signature

Date

4-18-09

# CONTRACT SUMMARY SHEET

8-8-05

<b>RFS#</b>				<b>Contract#</b>			
<b>329.01-170</b>							
<b>State/Agency</b>				<b>State/Agency Division</b>			
Department of Correction				Health Services			
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
FCM-MTC Medical, LLC dba First Medical Management				C- or <input checked="" type="checkbox"/> V- 203142833			
<b>Service Description</b>							
Provide Inmate Medical Services							
<b>Contract BEGIN Date</b>		<b>Contract END Date</b>		<b>Subrecipient or Vendor?</b>		<b>CFDA #</b>	
1-Jan-06		31-Dec-09		Vendor		n/a	
<b>Mark if Statement is TRUE</b>							
<input checked="" type="checkbox"/> Contractor is on STARS as required				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
329.01		44		84		11	
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2006	\$ 19,693,600.00				\$ 19,693,600.00		
2007	\$ 40,202,600.00				\$ 40,202,600.00		
2008	\$ 41,283,100.00				\$ 41,283,100.00		
2009	\$ 51,584,366.00				\$ 51,584,366.00		
2010	\$ 27,160,334.00				\$ 27,160,334.00		
					\$ -		
<b>TOTAL</b>	\$ 179,924,000.00	\$ -	\$ -	\$ -	\$ 179,924,000.00		
<b>COMPLETE FOR AMENDMENTS ONLY</b>				<b>State Agency Fiscal Contact &amp; Telephone#</b>			
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Garland Johnson 741-1000 Ext. 8096  <b>State Agency Budget Officer Approval</b>  Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
2006	\$ 19,693,600.00						
2007	\$ 40,202,600.00						
2008	\$ 41,283,100.00						
2009	\$ 20,987,700.00	\$ 30,596,666.00					
2010		\$ 27,160,334.00					
<b>TOTAL</b>	\$ 122,167,000.00	\$ 57,757,000.00					
<b>End Date</b>	12-31-08	12-31-09					
<b>Contractor Ownership</b>							
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
<b>Contractor Selection Method</b>							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Procurement Method				
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government		<input type="checkbox"/> Other				
<b>Procurement Process Summary</b>							

**AMENDMENT ONE  
TO CONTRACT NUMBER FA-06-16576-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and FCM-MTC Medical, LLC, dba, First Medical Management, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

**1. The text of Contract Section B is deleted in its entirety and replaced with the following:**

**B. CONTRACT TERM:**

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2006 and ending on December 31, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this contract for one additional one-year period, provided that the State notifies the Contractor in writing of its intention to do so at least two hundred seventy (270) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon the rates provided for in the original contract and proposal.

**2. The text of Contract Section C is deleted in its entirety and replaced with the following:**

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **one hundred seventy nine million nine hundred twenty four thousand dollars (\$179,924,000)**. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the average daily population (in-house count at 10:30 p.m. plus inmates temporarily out to medical) times the number of days in the month times the blended per diem rate. As expansions to the individual facilities increase the operating

capacities, the blended per diem rate will be recalculated based upon the new operating capacities subject to fully executed amendments to the contract.

Cost Item Description	Cost				
	Year 1 1/1/2006 thru 12/31/2006	Year 2 1/1/2007 thru 12/31/2007	First ½ Year 3 1/1/2008 thru 6/30/2008	Second ½ Year 3 7/1/2008 thru 12/31/2008	Year 4 1/1/2009 thru 12/31/2009
Blended Per Diem Rate Per Inmate	\$5.37	\$5.51	\$5.64	\$6.56	\$7.00

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

The State will reimburse the Contractor ten dollars (\$10) per hepatitis-B vaccine (HBV) administered and two hundred and eighty dollars (\$280) per post-exposure prophylaxis (PEP) kit administered for institutional staff, regardless of employer. The State will reimburse the Contractor for the actual cost of agents prescribed to inmates for the treatment of hepatitis-C (HCV). The State will reimburse the Contractor Ten Dollars (\$10) per tuberculosis employee skin testing.

When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars (\$50,000), the State will reimburse the Contractor in full for the cost of the hospitalization in excess of fifty thousand dollars (\$50,000). These costs do not include the four thousand dollar (\$4,000) amount described in Section A.5.d. of this contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not “charges.” The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.

- C.3.1. Payment Under Term Extension. If this contract is extended per Section B.2., the cost (Blended Per Diem Rate Per Inmate as shown in C.3.) for Year 5 will be calculated as follows:

Year 5 - The Medical CPI (All Urban Consumers U.S. City Average for Medical care using the 1982-84 = 100 base period – not seasonally adjusted) percentage increase for December 2008 over December 2007 plus an additional State-allowed increase of 1.5 percent for a “total percent of increase.” This “total percent of increase” multiplied by “Year 4” Cost (Blended Per Diem Rate Per Inmate as shown in C.3.) plus “Year 4” Cost will yield the maximum cost to be charged for Year 5.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
3. The text of the first page of contract Exhibit B is deleted in its entirety and replaced with the following:

RFS 329.01-170

**Exhibit B****Minimum Staffing Requirements****RFP No. 329.01-170**

The Proposer shall include a proposed staffing plan (position title and full-time equivalent (FTE) that it will assign to work on-site at each designated institution. Adequate relief time should be built into staffing plans to ensure coverage during orientation/ training, leave, and holidays. Following are the minimum FTE's and hours that the State requires are provided at each institution:

**Brushy Mountain Correctional Complex (BMCX) / Morgan County Correctional Complex (MCCX)**

Operational Capacity: 2,368 (97%)  
 Reception Center  
 2 Sites (Main Compound and Annex)  
 12 Infirmary Beds  
 6 Clinic Examination Rooms  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician services, dentistry, optometry, and x-ray technician to cover services at both the main compound and annex.

BMCX / MCCX		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	<u>TITLE</u>	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hrs./Wk.	FTE
	Medical Director		8	8	8	8	8		40	1.00
	Physician		8	8	8	8	8		40	1.00
	Dentist		16	16	16	16	16		80	2.00
	Optometrist (28 hrs. / mo.)								7	.14
	X-ray Technician		8		8		8		24	.60
	Registered Dental Assist.		8	8	8	8	8		40	1.00
	TOTAL								231	5.74

The revisions set forth herein shall be effective July 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**FCM-MTC MEDICAL, LLC, dba, FIRST MEDICAL MANAGEMENT**

**By: MTC Medical, LLC, its member**

**By: Management & Training Corporation, its member**

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**By: SCOTT MARQUARDT, Its: CEO AND PRESIDENT      DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF CORRECTION:**

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**GEORGE M. LITTLE, COMMISSIONER      DATE**

**APPROVED:**

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**M. D. GOETZ, JR., COMMISSIONER      DATE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY      DATE**

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
FCM-MTC Medical, LLC, dba, First Medical Management**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and FCM-MTC Medical, LLC, dba, First Medical Management, hereinafter referred to as the "Contractor," is for the provision of medical services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a limited liability company. The Contractor's address is:

500 North Marketplace Drive  
Centerville, Utah 84014

The Contractor's place of incorporation or organization is Utah.

**A. SCOPE OF SERVICES**

Services to be provided under this agreement include but are not limited to primary care, specialty care, dental, emergency care, hospitalization, pharmaceutical, staffing (refer to **Exhibit B**), and program support services at all twelve (12) State institutions.

1. Brushy Mountain Correctional Complex (BMCX)
2. Charles B. Bass Correctional Complex (CBCX)
3. Lois M. DeBerry Special Needs Facility (DSNF)
4. Mark H. Luttrell Correctional Center (MLCC)
5. Northeast Correctional Complex (NECX)
6. Northwest Correctional Complex (NWCX)
7. Riverbend Maximum Security Institution (RMSI)
8. Southeastern Tennessee State Regional Correctional Facility (STSRCF)
9. Tennessee Prison For Women (TPW)
10. Turney Center Industrial Prison and Farm (TCIP)
11. Wayne County Boot Camp (WCBC)
12. West Tennessee State Penitentiary (WTSP)

The Contractor shall have comprehensive health services responsibility at TPW, RMSI, CBCX, and TCIP. References herein to comprehensive facilities are to TPW, RMSI, CBCX, and TCIP.

All services rendered or required pursuant to this contract shall conform to the following standards. All health care services provided must, at minimum, meet the generally accepted standards of medical care. All care provided shall be constitutionally adequate and designed to meet accreditation standards promulgated by the American Correctional Association. All health care must also conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements, and Tennessee Department of Correction (TDOC) policies whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract. If any applicable TDOC policy or procedure establishes a higher standard than the national standard then the TDOC policy and procedure will take precedence.

The following services are mandatory and must be provided at State facilities, unless otherwise specified. The State shall be the final authority in matters of disagreement between the Contractor and the TDOC over the provision of these services.

**A.1. PRIMARY CARE SERVICES.**

The Contractor shall provide basic primary care services in conjunction with State-employed personnel. The TDOC policy and procedures stipulate the medical and dental services that shall be provided. A physician licensed in the state of Tennessee shall conduct the services listed below. The Contractor may also use mid-level providers (must have credentials and license as required by State law) in accordance with, and to the extent provided by Tennessee law. The institution's physician shall be available on call 24-hours per day.

- a. Intake History and Physical Examinations. A receiving screening shall be performed on all inmates immediately upon their arrival at TDOC facilities in accordance with TDOC policy. A health examination must be completed for each new TDOC intake that is not an intra-system transfer, within fourteen (14) calendar days after arrival at a TDOC institution, in accordance with TDOC policy. The examination must be comprehensive including diagnostic studies based upon the age and sex of the inmate.
- b. Other Inmate Evaluations. Other inmate examinations shall be conducted in accordance with applicable TDOC policies and the standards required by this contract, including the following:
  - (1) Periodic Health Appraisal
  - (2) Food Handler's Permit
  - (3) Blood Borne Pathogen and Body Fluid Exposure
  - (4) Tuberculosis Screening and Skin Test
  - (5) Immunizations
  - (6) All Chronic Disease Management
  - (7) All other as required.

- c. Daily Sick Call. The Contractor in conjunction with TDOC staff shall conduct sick call at least once daily Monday through Friday in accordance with TDOC policy. At the four comprehensive facilities, the Contractor shall coordinate the sick call schedule with the warden or designee of each institution. Inmates who come to sick call shall be triaged by a licensed health professional and referred for medical follow-up as needed. Sick call will be conducted daily Monday through Sunday for inmates housed in segregation units or restricted housing units.

Sick call and clinic visits shall not be deemed complete until all inmates who are scheduled for that day's clinics have been examined or treated. At the four comprehensive facilities, the Contractor's staff will comply with the State's policy and procedures for reporting inmate co-payments.

- d. Infirmiry Care. The Contractor shall utilize institutional infirmaries to their fullest extent consistent with acceptable medical standards and in accordance with TDOC policy.

Infirmiry beds shall be used to care for those inmates in need of short term, basic nursing care, for those requiring medical observation, or for other services that can be provided at the infirmiry in a safe manner. Infirmiry beds shall also be used for the provision of convalescent care to inmates recovering from an illness, or those returning to the facility from the hospital, or from DeBerry Special Needs Facility (DSNF) for males and the Tennessee Prison For Women (TPW) for females. All inmates requiring infirmiry care shall be within sight or sound of staff at all times. The institution's physician shall be available on-call 24 hours per day. A mid-level provider or RN shall make daily rounds in accordance with the Contractor's staffing responsibility. A physician shall make rounds at least two (2) times per week. At facilities managed by the Contractor, the Contractor shall ensure that negative airflow isolation rooms will be routinely monitored to ensure appropriate exchanges are maintained, in accordance with TDOC policy and OSHA and TOSHA standards.

- e. Emergency Services. The Contractor shall have primary responsibility for providing emergency care for inmates, staff, volunteers, and visitors. Treatment for staff, volunteers, and visitors shall consist of stabilization and coordination of the referral to a personal physician or local hospital. The Contractor shall ensure the availability of emergency treatment through written agreements with local hospitals and ambulance services. The Contractor is responsible for all costs resulting from off-site services required to treat inmates including coordination and fees associated with medi-vac services and airlift when indicated.

The Contractor shall provide ambulance and/or advanced life support services when deemed medically necessary by a licensed health care provider. Such ambulance and/or advanced life support should reach the affected site within 30 minutes of the request for emergency services. The TDOC shall provide transportation to an outside hospital or other location when a licensed health care professional determines that ambulance services are not necessary.

- f. Chronic Care Clinics. The Contractor shall develop and implement a program for the care of inmates with chronic and infectious diseases. The chronic care provided shall entail the development of an individual

treatment plan by the responsible physician specifying instructions for diet, medication, diagnostic testing, self-care instructions, and follow-up. The Contractor is responsible for the costs associated with dietary supplements ordered by the attending physician. Chronic care patients shall be provided a review by a nurse every three months and by a physician or mid-level provider review, as determined by clinical indications but no less than every six months. Chronic care conditions shall include but not be limited to patients with medical conditions such as asthma, diabetes, epilepsy, hypertension, infectious diseases, frail/ elderly, and terminally ill.

- g. Dental Services. The Contractor shall be responsible for the coordination, provision, and costs of all dentistry using licensed, certified and trained staff as appropriate to the services rendered according to TDOC policies. This responsibility includes but is not limited to intake screenings and oral hygiene instructions, comprehensive examinations, cleanings, sick call, emergency care for the relief of pain, assessment of fractures, control of bleeding and acute infection; restorative procedures; extractions; and scalings as necessary to prevent tooth loss and gum disease. At the four comprehensive facilities, the Contractor shall be responsible for all dental hygiene services.

- (1) When follow up treatment is necessary, either by request or as a result of the intake examination, the Contractor shall provide non-urgent care within six-weeks of the sick call visit.
- (2) Urgent care patients with conditions such as bleeding, acute pain, swelling, trauma, or infection shall be seen by a dentist within 48 hours of the inmate's request. The Contractor shall provide twenty-four (24) hours per day, seven days per week, on-call coverage for dental emergencies.
- (3) The dentists shall actively participate in the institution's Continuous Quality Improvement Committee, and supervise Quality Control studies regarding dental care or other related studies.

## **A.2. ANCILLARY SERVICES.**

- a. Vision Care Services. The Contractor shall retain Tennessee licensed optometrists to provide medically necessary optometric services to inmates as herein specified in accordance with the American Optometric Association and TDOC policy.

These services shall include regular eye examinations, emergency care services, prescribing, ordering, dispensing and fitting of eyeglasses, and any other eye care services expected in these professions. An optometrist shall visit each institution a minimum of once monthly. The waiting list for optometry visits shall not exceed sixty (60) days.

The Contractor shall furnish eyeglasses prescribed by the optometrist or ophthalmologist. The Contractor shall provide basic frames, lenses, polycarbonate lenses and other eyeglasses that are medically necessary. Contact lenses shall only be provided if medically necessary, and in such cases the Contractor will be responsible for providing the solutions necessary for maintenance of the lenses. The Contractor shall repair and/or replace eyeglasses in accordance with TDOC policy. Eyeglasses and other items must be delivered within ten (10) business days from the date of the prescription order.

- b. X-ray Services. In accordance with TDOC policy, the Contractor shall provide all radiographs by a registered technician, (as designated in the State approved staffing plans), interpretation by a board certified radiologist, and provision of typed reports at the facilities. The Contractor is responsible for the provision of all other diagnostic testing required off-site of the facility. The TDOC requires the utilization of mobile x-ray services when on-site services are not available at the facilities. The Contractor shall provide all fluoroscopy and special studies on-site as capabilities allow. The Contractor shall assume responsibility for all certifications and any repairs to all x-ray equipment at TPW, RMSI, CBCX, and TCIP.

Legible reports shall be provided to the facility as soon as read or no later than 24 hours after the reading. The radiologist shall call the facility with any report requiring immediate intervention. Hard copy typed reports and films shall be received within 72-hours of taking. The Contractor is responsible for the maintenance, filing and purging of all x-ray films.

The Contractor is responsible for providing all supplies required to support x-ray services at TPW, RMSI, CBCX, and TCIP.

- c. Laboratory Services. The Contractor is responsible for the procurement and processing of all medical laboratory services including supplies, forms, and tests in accordance with TDOC policy. Laboratory specimens will be processed off-site for procedures/tests that are not waived by the Clinical Laboratory Improvement Amendments (CLIA). The Contractor shall ensure that the off-site laboratory has a quality assurance plan and is a CLIA certified laboratory. The Contractor shall be responsible for obtaining and maintaining necessary CLIA waivers at TPW, RMSI, CBCX, and TCIP.

The Contractor shall coordinate lab tests performed on physical examination with lab tests performed on chronic clinics to avoid duplication of tests. At each facility the Contractor shall provide a computer terminal and printer that provide on-line access to the Contractor's laboratory information system. All lab results, except those requiring a longer processing time, must be provided within 72-hours. The lab must notify the facility immediately by telephone of any abnormal results that require immediate intervention.

Specimens must be picked up from each facility, Monday through Friday, at approximately the same time each day and delivered to the laboratory as soon as possible.

The Contractor shall be responsible for the collection of all DNA specimens needed for forensic testing or required by state law or court order.

- d. EKG Services. The Contractor shall provide EKG services at all twelve state managed facilities. Contractors shall either provide EKG machines at the facilities or subcontract for these services. The Contractor shall be responsible for supplies and repair costs for TDOC equipment.
- e. Pharmacy Services. The Contractor shall provide all pharmaceutical services and medication ordered by its providers for inmate treatment in accordance with TDOC policies. The Contractor shall also provide, upon request by the State, pharmaceutical services ordered by mental health providers.
- (1) Reimbursement (to be reimbursed at cost) for medications ordered by mental health providers shall be the responsibility of the Mental Health Services Contractor, pursuant to the agreement between the entity and the Contractor for Medical Services.
  - (2) The Contractor shall provide hepatitis-B vaccine (HBV) and post-exposure prophylaxis (PEP) medication for institutional staff, regardless of employer. The State will reimburse the Contractor as provided in Section C.3.
  - (3) The Contractor shall provide agents prescribed to inmates for the treatment of hepatitis-C (HCV). The State will reimburse the Contractor for these agents as provided in Section C.3.
  - (4) The Contractor shall provide all prescribed pharmaceuticals including prescribed over-the-counter (OTC) medications. The Contractor is not responsible for OTC medications which are not prescribed.
  - (5) All prescription medications shall be supplied to the facilities utilizing a "unit dose method of packaging". Containers must be properly labeled to include the inmate's name and number, prescribing practitioner, medication name, lot number, strength, dosage, directions for administration, and any applicable warnings or dietary instructions, including other information in compliance with federal or state laws.
  - (6) Prior to or upon the start of services under this contract, and annually thereafter in accordance with TDOC policy, the Contractor shall provide a universal stock list of medications for approval by the State. Stock medications shall be provided at each site, to be made available for administration by medical staff. The Contractor shall maintain a starter dose of medications, which if not readily available, could compromise the inmate's health status.
  - (7) The Contractor shall assist with the Quarterly TDOC Pharmacy and Therapeutics Committee meetings in accordance with TDOC policy. The Contractor's pharmacist shall participate in the committee meetings and monitor pharmaceutical outcome measures. The Contractor is responsible for providing the requested statistical reports in preparation for the meetings.
  - (8) The Contractor shall develop with the State a Medication Error Review process to include electronic tracking, reporting and trending of Dispensing and Administration Errors. A monthly electronic report

shall be provided to the State detailing the month-to-date and year-to-date medication errors by facility.

- (9) The Contractor shall follow TDOC Clinical Guidelines for chronic disease management, psychiatric disorders, vaccinations, and immunizations. Where applicable, medications specified in these guidelines shall be provided as formulary medications.
- (10) The Contractor will present the Formulary and any subsequent changes to the State for approval, in writing, prior to implementation. The Formulary shall be adequate to provide inmates with medications that meet generally accepted standards of medical care.
- (11) The Contractor shall process and fill any non-formulary prescriptions which are approved by the State's designated utilization management entity for medical and mental health services.
- (12) The Contractor shall provide for the dispensing, packaging, administering, and shipping of all prescriptions as ordered by its providers. Prescription orders received by the Contractor's pharmacy by 2:00 p.m. (Central Standard Time) Monday- Friday; shall be delivered to the ordering institution by 12:00 noon the following day (excluding Sunday delivery).
- (13) The Contractor shall provide a back up plan for the provision of holiday and emergency deliveries. The plan must be approved by the State within 30 days of contract implementation date.
- (14) Contractor shall include a medication administration record (MAR) to include all information contained on the prescription label. The Contractor shall provide a computer-generated medication administration record (MAR) for documentation at each site. The MAR shall be delivered to each institution at least five days prior to the end of each calendar month.
- (15) The TDOC has a "keep on person" (KOP) policy. In accordance with policy, the Contractor shall establish a renewal procedure for inmates who have KOP medications.
- (16) Psychotropic medications such as antipsychotics, antidepressants, and drugs requiring parental administration are dispensed only in accordance with prescription by a physician or authorized health care provider by agreement with the physician based upon a physical examination of the inmate by a qualified health professional.
- (17) The Contractor shall develop a plan to utilize licensed pharmacy technicians at comprehensive sites to monitor ordering, faxing, delivery, and any other duties within their scope of practice and as appropriate.
- (18) The Contractor shall provide any facsimile (FAX) machines and lines necessary for transmission of prescription medication orders.
- (19) The Contractor shall provide regular consultations by a registered pharmacist who shall conduct monthly inspections at all institutions. In accordance with applicable federal and State laws and regulations, the consultant pharmacist will provide strict accountability for the destruction of discontinued medications. The consultant shall record and complete the accounting, destruction, and reconciliation of unused controlled substances. The pharmacist shall dispose of any Controlled Substances (Schedule II-V) during on-site visits.
- (20) The Contractor shall provide a written procedure for return of unused medications from the sites to the pharmacy company. These medications shall be returned within a seven-day period after expiration. The goal of this process shall be to minimize costs and reduce waste of expired medications. The Contractor shall routinely provide patient education materials such as written pamphlets, drug profile sheets or videos. These materials shall be utilized by nursing at the time of medication administration or for general inmate health education programs.
- (21) The Contractor shall report medication usage to each institutional health administrator by the 5<sup>th</sup> working day of the following month. This institution specific report shall include: all medications utilized (formulary and non-formulary); costs per inmate per diem; number of prescriptions written, by provider; amount of medication dispensed by type; stock medications issued; statistics including costs

for the top 20 medical medications and top 5 psychotropic medications; and the total cost of medication for HIV, Hepatitis C, and Atypical psychotropic medications and other management reports as requested by the State. Comprehensive reports containing the aforementioned data shall be submitted by the Contractor to the State by the 10th business day of each month.

### **A.3. GENERAL REQUIREMENTS.**

- a. Physician Coverage. The Contractor shall provide on-site physician coverage as specified in the approved institutional staffing plans and provide supervision of mid-level providers and consultation to nursing staff. Physician coverage shall include primary care services for inmates in mental health units. The Contractor shall provide an on-call physician to ensure 24-hour, seven days per week, emergency coverage with telephone response being required within 30 minutes of notification call from each facility. A physician shall determine whether his/her presence is required, give verbal orders and a treatment plan to nursing staff, and provide on-site treatments for medical problems or injuries requiring sutures and minor surgical procedures as required on a 24-hour basis. On-site procedures, such as suturing, must be performed as soon as possible.
- b. Nursing Coverage. The Contractor shall provide on-site nursing coverage as specified in the approved institutional staffing plans. Nursing shall include any required RN, LPN, and CNA/CNT staffing of mental health units at the four comprehensive facilities (TPW, TCIP, RMSI and CBCX).
- c. Nursing Protocols. The Contractor is required to submit nursing protocols to the State for written approval within the first 30 days of the contract start date. Such nursing protocols shall be applicable for all nursing staff including state employees. Any changes to said protocols shall require written approval by the State.
- d. Medication Administration. In accordance with the Contractor's staffing responsibilities, the Contractor's nurses shall administer all controlled, abuseable and psychotropic medications to inmates. Medications will be administered through a medication window or cell block distribution process. Nurses shall administer medications daily or as prescribed to inmates in segregation housing units.
- e. Prosthetics and Durable Medical Equipment. The Contractor shall be responsible for all prosthetics and durable medical equipment ordered by its physicians and specialists, including braces, special shoes, glasses, hearing aids, orthopedic devices, etc. Health care prosthetic devices and durable medical equipment shall be provided for inmates when deemed necessary by the attending health care provider to correct, assist, or improve a significant body impairment or debilitating condition, in accordance with TDOC policy.
- f. Mid-level Supervision. The TDOC shall permit either MD or DO supervision of mid-level providers according to The Tennessee Health Related Boards Rules and Regulations.
- g. Documentation. Contractor's staff shall complete each inmate's medical record with appropriate legible entries in SOAP format or such other format approved by the TDOC.
- h. Therapeutic Diets. The TDOC's policies allow for modified diets for medical necessity. The Contractor shall be responsible for overseeing the assessment of nutritional requirements and management of special diet orders. The cost of food is the responsibility of the State.
- i. Inmate Health Education. The Contractor shall develop and implement an inmate education program at TPW, RMSI, CBCX, and TCIP in accordance with TDOC policy. The Contractor shall demonstrate specific efforts to facilitate wellness/preventative education training programs, such as making healthy food choices and smoking cessation.
- j. Staff/Employee Services. The Contractor shall provide first aid and emergency care for all staff and employees in accordance with TDOC policies. This includes but is not limited to emergency treatment necessary to protect life or limb and relieve undue suffering or treatment necessary to stabilize the condition. The Contractor shall provide to State employees tuberculosis screenings. HBV vaccinations and appropriate training on Blood Borne Pathogens shall be given to State employees as per policy. The Contractor shall collect and package specimens for employee drug screens. The State shall reimburse the Contractor for each tuberculosis employee skin testing as described in section C.3.

- k. Security Considerations. Due to the nature of correctional facilities, the Contractor must adhere to all security rules of the TDOC. The Contractor shall work with security staff to develop alternatives when particular medical orders implicate particular security concerns within the institution(s).
- l. Scheduling of Services. The Contractor is required to coordinate all inmate medical appointments with the affected institution(s) and Central Transportation. The Contractor shall provide to the TDOC Central Office, Central Transportation, and affected institution(s) an electronic weekly schedule of all inmates' outside medical trips no later than Friday of the preceding week. The schedule shall include the inmates' names, TDOC numbers, type of appointment, dates and times of the appointment, locations of the appointment, and the name of the health care professional to which the inmates are being transported.
- m. Response to Grievances/ Inquiries. The Contractor shall provide written policy and procedures for response to inmate complaints and other inquiries regarding any aspect of the health care delivery system. The Contractor's policy and procedure shall conform to applicable TDOC and Institution policies governing assessment of health complaints, inmate communications, and grievance review.

The Contractor shall designate a regional staff member to serve as its liaison in addressing inmate complaints and correspondence concerning health services associated with the Contractor's service and/or providers. Inmates' and family phone calls and letters may be referred to the appropriate designee, prior to any TDOC intervention regarding inmate health care complaints.

The Contractor shall, within the time-frame specified by the request, provide timely written responses to all requests regarding grievances, family/inmate complaints and third party complaints regarding the delivery of health services. A monthly electronic report will be provided to the State summarizing the month-to-date and year-to date inquiries, resolution, and status.

Complaints regarding the plan of treatment shall be subject to review by the TDOC Medical Director or such other physician authority as it may designate in accordance with the circumstances of the disputed care. Based upon such medical review, the State reserves the right to direct the provision of care in disputed cases, and, in such event, the Contractor shall comply with the State's directives for medical care.

For any matter of litigation arising from the delivery of healthcare services pursuant to this contract, upon request by the State or its attorneys, the Contractor shall additionally provide all information, consultation, case review, and related documentation that the State may seek in review of such claims. The Contractor shall furnish all such information within such reasonable time-frame as the State shall specify in making a request pursuant to this part.

- n. OSHA/TOSHA & U.S. Department of Health and Human Services, Public Health Services, Centers for Disease Control. The Contractor shall be responsible for compliance with all OSHA/TOSHA and CDC rules and regulations related to health services. The Contractor shall comply with all components of the TDOC infectious disease surveillance program in accordance with TDOC policies. This shall include but not be limited to tuberculosis, sexually transmitted diseases, hepatitis, MRSA, and HIV. The Contractor is responsible for fit testing for all staff/ employees who are subject to come into direct contact with a patient with active or suspected active TB. The Contractor is responsible for all corrective action stemming from OSHA citations regarding the TDOC's infectious disease surveillance program.
- o. Bio-Hazard Waste Disposal. At TPW, RMSI, CBCX, and TCIP, the Contractor shall make provision for the collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for the cost of removal and disposal, including all necessary supplies.
- p. Non-Compliance The Contractor acknowledges that failure to comply with the above referenced provisions may result in the assessment of liquidated damages and/or termination of the contract in whole or in part, and/or imposition of other sanctions as set forth in this contract. Liquidated Damages are further described in Section E.4.a.(2) and Exhibit A of this contract.

**A.4. SPECIALTY SERVICES.** The Contractor shall provide all necessary specialty physician services for all TDOC managed institutions. Specialty physicians shall either be board certified or board eligible. Specialty services required to meet health care needs include, but are not limited to, the following:

Audiology

Ophthalmology

Cardiology	Oral Surgery
Dermatology	Orthopedics
Ear, Nose, & Throat	Orthopedic Surgery
Endocrinology	Podiatry
Gastroenterology	Physical & Occupational Therapy
General Surgery	Pulmology
Infectious Diseases	Radiology
Nephrology	Thoracic Surgery
Neurology	Respiratory Therapy
Neurosurgery	Urology
OB/GYN	Vascular Surgery
Oncology	Other (as needed)

The Contractor shall be responsible for sub-contractual agreements necessary to provide these specialty services. This includes timely payment of all outpatient and inpatient care provided per this agreement, whether on-site or off-site.

- a. Board Certification. All specialists must be board certified in their specialty or board eligible. Specialty care must be ordered for problems outside the competency of the primary care physician. Residents/ intern physicians may be utilized if supervised by board eligible or board certified physicians in their specialty field.
- b. Regional Specialty Services. When feasible, specialty services will be provided locally for institutions in the Eastern and Western regions for diagnostic testing and evaluation and same day procedures. These services shall include but are not limited to MRI, CT, IVP, UGI, BE and Mammograms. The Contractor will designate a regional representative to serve as the institution's liaison in coordinating these services.
- c. Mobile Services. The Contractor shall maximize the use of on-site services at TDOC facilities as described in the Contractor's RFP proposal. Mobile services at DeBerry Special Needs Facility shall include but not be limited to CT, MRI, and a Medical Surgical Unit. In addition, the Contractor shall make provisions for on-site mobile services at both female facilities, which shall include mammogram, ultrasound, and x-ray. The Contractor will provide any other mobile services that are demonstrated to be cost effective and/or an added benefit to the State.

#### **A.5. HOSPITAL SERVICES.**

The Contractor shall obtain routine inpatient/outpatient services from licensed hospitals that are able to provide primary, secondary and tertiary services. The hospital network should be able to provide neurosurgery as well as cardiovascular surgery. The Contractor shall utilize hospitals accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). The Contractor is responsible for payment of all outside hospitalization costs. Partial reimbursement to the Contractor will be provided as described in section C.3. of this contract.

A change in the hospital network from that proposed by the Contractor must be approved by the TDOC, in writing, prior to implementation of the change. Inmate transfers to other facilities may be approved for facility inpatient unit care or local hospital care when medically necessary. When outside hospitalization is required, the Contractor shall coordinate with State's security staff in arranging transportation and correctional officer coverage for the length of stay.

The Contractor's personnel shall conduct meetings with representatives from participating hospitals to coordinate the referral of inmates for services. The Contractor shall establish policies and procedures regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up. The Contractor shall inform the TDOC Director of Health Services of all meetings and the Director or designee may attend.

##### **a. General Requirements**

- (1) The Contractor shall arrange for services from a local licensed acute care hospital convenient to each facility.
- (2) Same day surgical service shall be used when medically feasible.

- (3) The Contractor's hospitals must provide vehicle parking, local telephone calls and appropriate meals for staff. The Contractor shall pay any costs associated with providing these items.
  - (4) The Contractor's hospitals must cooperate fully with the TDOC security staff.
  - (5) The Contractor's hospitals must comply with TDOC policies.
  - (6) Inmates requiring skilled or advanced nursing care, or rehabilitative services or therapies that exceed the capabilities of and resources of a prison facility cannot be discharged back to such facility. The Contractor shall utilize facilities at DSNF or TPW to the extent that they are available. The Contractor shall be responsible for any appropriate alternative placement, if necessary, and all costs involved. TDOC shall have final approval to ensure appropriate placement and shall work with the facilities and Contractor's staff to arrange placement for a sub-acute bed at DSNF for males and TPW for females when such placement is available.
  - (7) The Contractor must supply the sending institution the following information for inpatient services:
    - a. Written discharge instructions immediately upon discharge
    - b. Transcribed discharge summary within 7 days from discharge
    - c. Complete copy of the hospital medical record within 30 days of discharge
    - d. Verbal report to the sending institution (nurse-to-nurse report).
  - (8) The Contractor must supply the sending institution the following for emergency hospital services:
    - (1) Discharge instructions immediately upon release.
    - (2) Copy of emergency room records or outpatient records within 30 days.
    - (3) Verbal report to sending institution (nurse-to-nurse report).
- b. Scheduling/ Transportation. The Contractor shall coordinate with the State's security staff in arranging transportation and correctional officer coverage in the hospital. A written plan that includes policies and procedures shall be established regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up. The Contractor shall present such plan for the State's written approval within the first thirty days of the contract start date. Any changes to the approved plan must receive the State's written approval prior to implementation.
  - c. Notifications of Hospitalization. The Contractor shall on a daily basis prepare a report of emergency room/ inpatient utilization. The report shall detail the date of the ER visit and /or hospital admission, inmate name, inmate TDOC number, patient's health/ mental health status, estimated date of discharge and any other pertinent information. The hospital report shall be distributed via e-mail to the Warden, health administrator, TDOC Director of Health Services, and TDOC Medical Director.
  - d. Privately Managed Facilities. The Contractor shall assume responsibility for the coordination, provision and cost of inpatient hospitalization of inmates housed at the three (3) privately managed facilities after the cost exceeds four thousand dollars (\$4,000) for a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge. The first four thousand dollars (\$4,000) of a single hospitalization is the responsibility of the privately managed facility. Transfers from a local hospital to another local hospital or to the secure unit is considered one hospitalization. The privately managed facilities are South Central Correctional Facility (SCCF), Hardeman County Correctional Facility (HCCF), and Whiteville Correctional Facility (WCFA). These CCA facilities are responsible for notifying the Contractor of all hospital admissions within 24 hours of admission. The State will be the final authority in any dispute between the Contractor and the privately managed facilities.
  - e. Non-Secure Units. Starting on day three (3) of an inpatient stay at a hospital that does not contain a secure unit, the Contractor shall pay the State \$300 per day per inmate to cover the cost incurred by the State to provide security.
  - f. Secure Units. Each hospital secured unit must have a designated secure area exclusively for the TDOC as an inpatient unit with private and/or semi-private rooms to include isolation and segregation. The following security requirements must be met for the secure unit, and the Contractor shall pay all costs associated with meeting these requirements.
    - (1) All floor plans and renovations must be approved, in writing by the State.
    - (2) Expanded metal or some equally secure mechanism must be installed outside or inside all windows or glassed areas.

- (3) Outer walls, ceilings and elevator shafts must be reinforced or secured in a manner approved, in writing, by TDOC.
- (4) A secure entrance/exit must be provided from the unit with two (2) electronic security doors that create a pedestrian sally port. Any other exit would be used only in an emergency evacuation and must be secured according to plans approved, in writing, by the TDOC Commissioner or designee. Evacuation plans for the area shall be developed in conjunction with TDOC.
- (5) A secure control center must be provided to control access to the area through a pedestrian sally port. The control center must contain a desk, chair, file cabinet, phone lines with outside capability, space for at least two visual monitors and restroom facilities. The control center shall be used to store equipment and approximately eight (8) to ten (10) weapons and ammunition and should have a minimum of 70 square feet.
- (6) At least one office or workstation with a minimum of 40 square feet must be provided for correctional officers.
- (7) A private area for searches of male and female persons must be provided.
- (8) A secure holding area for inmates being transferred into and out of the secure unit must be provided.
- (9) The TDOC security staff shall be responsible for coordinating all visitations with inmates in the secure unit.
- (10) The hospital's nursing station will have controlled access.
- (11) Correctional officers will be provided designated parking spaces.
- (12) Correctional officers will be provided one meal per shift by the hospital.

**A.6. UTILIZATION MANAGEMENT & REVIEW.** Upon commencement of this agreement, the Contractor shall establish and maintain a system-wide utilization management and review program based upon evidence/criteria-based clinical guidelines to evaluate the appropriateness and medical necessity of services being provided. The Contractor's utilization policy/procedures, guidelines and reporting format must be approved by the State within the first 30 days of effective date of the contract and annually thereafter.

- a. Guidelines. The program shall provide written guidelines for the provision of efficient and quality oriented health care. The State may mandate changes to the Contractor's utilization criteria or utilization management policies and procedures at any time it deems necessary to serve the medical interests of inmates or the best interest of the State. Required elements of the utilization management program include:
  - (1) Resolution of all specialty consultation requests within fourteen (14) days from the time the provider makes the request. Delivery of specialty care services is required within the time limits specified by performance measures listed in **Exhibit A of this contract**.
  - (2) Establishment of Specialty Referral Guidelines for Consultation Requests.
  - (3) Development of an effective method to coordinate with the TDOC's transportation for medical transfers and inmate movement.
  - (4) Establishment of designated staff at each facility to be responsible for the coordination and management of the utilization management process.
  - (5) Annual training for its staff, physicians, mid-level providers, clinic schedulers/ coordinators, health administrators, and others as appropriate.
- b. Reporting Requirements. The Contractor shall submit a monthly, quarterly, and annual report to the State detailing inpatient/hospital statistics, and the history of requests for specialty consultations and procedures. The reports required by this part shall be provided in an electronic format acceptable to the State and shall at a minimum provide aggregate and individualized reports by physician, inmate, service type, institution, etc. The Contractor shall use appropriate coding for inpatient hospital reporting (e.g. Diagnosis Related Grouping--DRG, International Classification of Diseases--ICD-9, and Clinical Modification--CM). The Contractor shall provide the following reports:
  - (1) TDOC Daily Inpatient Census with key data elements; and Inpatient Days Per Month

- (2) Inpatient days per month by diagnosis and Average Daily Census (ADC)/ Average Length of Stay (ALOS)
- (3) Diagnostic Code by facility and by provider
- (4) Outliers, Variance/ Variability
- (5) Specialty Consultations with key data elements

#### **A.7. EXTENDED CARE FACILITIES.**

- a. Specialty Physicians/Clinics. The TDOC operates two extended care facilities in the Nashville area, the Lois M. DeBerry Special Needs Facility (DSNF) for males and the Tennessee Prison For Women (TPW) for females, with a goal of providing the majority of outpatient and sub-acute specialty services in these secure facilities in order to promote continuity of care, public safety and minimize outside transportation of inmates. The contractor shall use DSNF and TPW for all outpatient physician and ancillary health professional services (listed under "Specialty Services"), unless other arrangements are made and agreed to in consultation with TDOC. The Contractor shall request State written approval of an alternative method of delivery in the case where certain on-site services are not feasible.
  - (1) On-site clinics at DSNF and TPW are to be scheduled between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding State holidays.
  - (2) The Contractor shall coordinate all proposed clinic schedules in advance with the Warden (or designee) at each facility. Once the clinic schedule is established and published, the Warden must approve any change to the schedule in advance. No request for a change will be approved unless submitted at least two weeks prior to the scheduled clinic.
  - (3) Specialty clinic(s) during holidays may be arranged if the Contractor makes the request at least four weeks in advance. The Warden(s) must approve the request(s) no later than 2 weeks prior to the date in order to arrange staff support for the clinic.
- b. Long-Term Care. The Contractor shall demonstrate the ability to maximize the long term and skilled nursing services that are offered on-site at DSNF and TPW. The Contractor shall follow TDOC policy on long-term care referrals and procedures.
- c. Renal Dialysis. The Contractor is responsible for the provision of all dialysis treatment, without regard to the availability of State-owned facilities and equipment. The Contractor shall be responsible for all costs associated with renal dialysis and provide all staff, drugs, biologicals, surgical dressings, supplies, blood, intravenous and related dialysis fluids, diagnostic studies and equipment directly related to the provision of dialysis procedures.

The Contractor shall whenever possible utilize existing hemodialysis facilities and equipment located at DSNF. In such instance, male inmates requiring dialysis will be transferred to the DSNF for treatment, and female inmates will be transported to the DSNF for on-site outpatient dialysis treatment. The Contractor shall be responsible for all maintenance and repair of the State's equipment. If a backup or special infectious disease dialysis unit is needed, the Contractor will send a written notice and justification to the TDOC Director of Health Services and the Assistant Commissioner of Administrative Services. Upon written approval by the State, the State shall purchase the equipment. In the event of service interruption for whatever reason, the Contractor shall be responsible for providing uninterrupted service.

The Contractor shall maintain an emergency cart with sufficient emergency medications, supplies and equipment required for resuscitations. The emergency kit shall be inspected with the results documented on a weekly basis by the Contractor's staff. The contractor shall be responsible for the immediate replacement of all emergency supplies or equipment used or expired.

The Contractor shall provide emergency consultation services that are available twenty-four (24) hours per day seven (7) days per week. The Nephrologist on call shall respond to emergency calls within sixty (60) minutes of the original call.

The Contractor shall provide in-service training initially, and at least quarterly, to the facility staff at DSNF on pre-treatment and post-treatment needs of dialysis patients. The Contractor shall provide an orientation packet to the inmates on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the facility and/or the TDOC.

The Contractor shall develop renal dialysis QI and renal dialysis infection control programs which must be approved by TDOC within 60 days of contract effective start date. For on-site renal dialysis, the Contractor shall assure that the renal dialysis provider documents all treatment in the TDOC health record.

- d. ChemoTherapy Care. Within the first 180 days of the contract's effective date, the Contractor shall submit a proposal to the State for on-site centralized chemotherapy care. If the Contractor determines this is not cost effective, then the proposal shall include an alternative recommendation including a cost/benefit analysis of providing chemotherapy services off-site.
- e. Hospice/ Palliative Care. The State wishes to establish a hospice program for terminally ill inmates. If an inmate meets the requirements, TDOC may transfer the inmate to the hospice program or designate the inmate to be cared for at their home facility. The Contractor shall be responsible for all costs associated with the hospice programs. The Contractor shall work with TDOC in developing hospice programs both on-site and off-site, as appropriate. The TDOC's hospice program shall incorporate medically directed care; interdisciplinary plan of care; family participation; treatment for pain; and patient education and counseling. The Contractor shall provide the State with a written plan for implementation and operation of these services within the first six months of the contract start date. Implementation of the Contractor's plan is subject to the State's prior written approval.

**A.8. STAFFING REQUIREMENTS.** Notwithstanding any provision contained herein to the contrary, the Contractor shall provide adequate and qualified staff to fulfill its obligations under this contract. Staffing shall, at a minimum be in accordance with the staffing plans in the Contractor's bid proposal. Any staffing plan changes during the term of the Contract shall require the State's written approval. The Contractor shall submit monthly staffing reports on or before the fifteenth (15<sup>th</sup>) of each month demonstrating the preceding month's actual staffing compared to the staffing plan for each institution. If a change in circumstances calls for a modification in those requirements, the Contractor and the State will review those changed circumstances, and a formal review will determine any changes in staffing requirements at the sole discretion of the State. The State reserves the right to remove from an institution or prohibit entry to an institution any of the Contractor's employees or subcontractors if necessary. Minimum staffing levels are delineated in **Exhibit B**.

- a. Mid-level Providers. The Contractor shall, from the inception of services, assume responsibility for supervising all mid-level providers. The Contractor shall be responsible for staffing mid-level providers at TPW, RMSI, CBCX, and TCIP.
- b. Pre-Employment Screening. The Contractor, at a minimum, shall include the following in its pre-employment review:
  - (1) Current licensure/certification verification,
  - (2) Health screening to ensure absence of communicable disease, and
  - (3) Drug testing.
- c. Background Investigations. The Contractor shall not hire ex-felons or relatives of currently incarcerated felons. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The Contractor shall immediately cause a "Criminal History Request" from the National Crime Information Center (NCIC) to be completed on each individual hired to work at a Facility. The request shall be forwarded to the State and processed in accordance with procedures established by the Commissioner of the TDOC. In no instance may an employee begin work in a facility until the NCIC check has been completed; however, the employee may participate in pre-service training while the check is in process. The State shall notify the Contractor whether or not the employee is cleared for further consideration for employment. The criminal history obtained from NCIC or FBI may be used solely for the purpose requested, and may not be disseminated outside the Department of Correction or the affected employee.

- d. Personnel Files. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the facility warden or designee.
- e. Bilingual Personnel. The Contractor shall make best efforts to ensure that a sufficient number of staff are bilingual in English and Spanish language, so as to meet the State's increasing Hispanic inmate population. The Contractor shall provide translation services to meet the needs of the inmate population. Inmates shall not be utilized as translators for clinical staff.
- f. Employee Uniforms. The Contractor shall require all of its employees to comply with the TDOC policy. The Contractor is responsible for the expense of purchasing uniforms.
- g. Approval of Key Staff. The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The Director of Health Services shall interview certain key prospective employees of the Contractor prior to their assignment to the contract. The Contractor shall not assign these key personnel until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following prior to their assignment to the contract:
  - (1) The Contractor's regional administrator(s) with overall responsibility for this contract
  - (2) All health administrators assigned to any TDOC institution(s)
  - (3) The Contractor's regional medical director or chief physician assigned to this contract

The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of a physician or site health administrator.
- h. Employee Orientation and Training. The Contractor shall ensure that all of its full-time employees assigned to TDOC institutions participate in the TDOC's pre-service training program regarding State policies and procedures and security considerations as defined in TDOC policy.
  - (1) General Requirements. The Contractor shall develop and submit for the State's approval the Contractor's plan for initial orientation and training of the Contractor's staff. The Contractor shall be responsible for salaries and wages and travel expenses of its employees while in training. The State shall waive orientation for the Contractor's employees who have completed TDOC's orientation within the preceding two years as TDOC employees or employees of a predecessor contractor and are assigned to the same institution. Each year thereafter, the Contractor shall provide a minimum of forty (40) additional hours of job-related training for all employees. The training is to include at least eight (8) hours of update training on TDOC policies.
  - (2) Employee Training Curriculum. Within the first sixty (60) days from the commencement of the contract, the Contractor shall develop and submit for the State's approval the Contractor's employee training curriculum.
  - (3) In-Service Training. The Contractor shall provide in-service training/staff development to its employees. The Contractor shall submit a calendar of managerial and clinical in-service topics to the State for approval in June of each year. At a minimum, the in-service training provided by the Contractor shall meet the ACA standards for staff training. The Contractor shall establish a medical library on-site for use by the health care staff. Upon approval by the warden of the facility, the Contractor is encouraged to implement an on-line medical library. The library shall at a minimum include basic clinical text references.
  - (4) Training of Other Staff. The Contractor shall develop and deliver a training program at each institution for all non-health care staff. Such training shall consist of four (4) hours of classroom time annually. This training shall include, but not be limited to:
    - (a) First aid for medical emergencies
    - (b) Mental health emergencies
    - (c) Cardiopulmonary Resuscitation (CPR) certification
    - (d) Communicable disease prevention
    - (e) Blood borne pathogen exposure control, in compliance with the TDOC "Blood Borne Pathogen Exposure Control Plan"

- (f) Recognition of signs and symptoms of mental illness, chemical dependency and mental retardation
- (g) Suicide prevention

#### **A.9. MEDICAL STAFF CREDENTIALING.**

Credentialing. The Contractor shall have a written policy and procedure regarding the physician credentialing process approved, in writing, by the State within thirty (30) days of contract execution. The Department of Correction shall have access to and may copy any such credentialing records. Upon expiration or termination of the contract these credentialing files become the property of the State. Representatives of the State shall conduct periodic audits of the Contractor's credentialing files. Copies of all files shall be maintained in the Contractor's Tennessee office. Each physician credential file shall contain at a minimum the following documents:

- (1) Copy of current Tennessee license to practice medicine or surgery
- (2) Copy of application for initial or renewal registration
- (3) Copy of Drug Enforcement Administration (DEA) registration
- (4) Evidence of malpractice insurance with claims and/or pending lawsuits
- (5) Copies of verified medical education including internship, residency and fellowship programs, and specialty certification(s).
- (6) Copy of current ACLS/ BCLS/ CPR certification. All full-time, part-time and per diem physicians must be ACLS certified. Certification must be achieved within 90 days of the individual providing services at any TDOC institution.
- (7) Employment history
- (8) Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills
- (9) Signed release of information form
- (10) Information regarding any criminal proceedings.

#### **A.10. CONTRACT MANAGEMENT.** The State recognizes that service issues shall arise during the course of any contractual agreement. Some issues are facility specific, while others will affect multiple facilities. The Contractor shall retain at a minimum the following personnel on-site in Tennessee to coordinate and manage the scope of services of this Contract.

- a. Administrator(s). The State requires the Contractor to designate an administrator(s) or manager(s) to be responsible for managing all operations of the medical contract. These individuals will be responsible for working with the State to execute the transition plan and manage daily operations as outlined in the Contractor's proposal, as approved by the State.
- b. Medical Director. The State requires the Contractor to designate a full-time State Medical Director who shall serve as the point of contact and have the authority and responsibility for resolving clinical issues and overseeing the utilization management and review program. The Contractor's medical director is also responsible for assuring that all services covered in this RFP are delivered in a timely manner consistent with generally accepted standards of medical care with a focus towards improved outcome measures. In coordination with the TDOC Medical Director, this position is also responsible for oversight of the State's medical peer review program.
- c. Director of Nursing. The State requires the Contractor to designate a full-time Director of Nursing who shall serve as the point of contact and have the authority and responsibility for nursing staff. This person is also responsible for assuring that all nursing positions are filled and overseeing the nursing orientation and training programs. The Director of Nursing will assist in the development of clinical guidelines and enhancing the quality of the State's clinical operations.
- d. Dental Consultant. The State requires the Contractor to designate a dentist to serve as Dental Consultant or Director who shall serve as the point of contact and have the authority and responsibility of resolving dental issues. The Contractor's dental consultant is also responsible for assuring that all dental services

covered in this RFP are delivered in a timely manner consistent with generally accepted standards of medical care. In coordination with the TDOC Medical Director, the Dental Consultant shall also be responsible for oversight of the dental peer review program.

- e. Facility Medical Directors. The Contractor must also designate a Medical Director at each of the facilities. This individual must serve as the point of contact, be responsible for, and have the authority to resolve issues that affect health care delivery, and must be able to devote sufficient time to perform the administrative responsibilities necessary to deliver services under this contract. Administrative functions include, but are not limited to supervising primary care providers, mid-levels and specialty care clinics; conducting weekly status meetings with the Health Administrators and staff; providing clinical guidance in the development of policy and procedures; consulting with the clinical staff on specific case management and treatment and overall care; and participating in monthly continuous quality improvement (CQI) committee meetings.

**A.11. QUALITY IMPROVEMENT.** The Contractor shall comply with the State's quality improvement initiatives in accordance with TDOC policy. The Contractor shall provide the State with a plan for developing a quality improvement program which outlines the committees and reporting mechanisms which will support quality improvement initiatives.

- a. Committees. The Contractor will coordinate with the State all committee meeting dates/ times/ locations and recording meeting minutes.

- (1) State Continuous Quality Improvement (CQI) Committee. The Contractor's Regional Medical Director shall be responsible for co-chairing the State Continuous Quality Improvement (CQI) Committee along with the State's Medical Director (or designee). Statewide quality improvement meetings are to be held bi-monthly or more frequently if necessary.
- (2) Clinical Guidelines Committee. The Contractor shall develop and facilitate a Clinical Guidelines Committee consisting of at least two clinicians per region, the TDOC Medical Director, Contractor's Regional Medical Director, MHM's Quality Improvement Coordinator and others as designated. The purpose of this Committee is to develop, implement and oversee clinical guidelines, services, and practices to enhance quality and support continuity of care throughout the TDOC health delivery system. The Contractor shall submit clinical guidelines for the State's written approval within the first 60 days of the contract start date. Said guidelines shall be implemented within 30 days following receipt of the State's written approval.
- (3) Infectious Disease Committee. The Contractor shall assist with maintaining an Infectious Disease Committee consisting of the TDOC Medical Director, State Continuous Quality Improvement Coordinator, Contractor's Regional Medical Director, Infectious Disease Specialist, and others as designated. The purpose of this committee is to establish an effective infectious disease management program which will meet the needs of inmates with HIV/ AIDS, TB, MRSA, Hepatitis, and other infectious diseases. The committee will also be responsible for establishing educational and training programs which are designed to enhance the knowledge of inmates and staff and thus prevent the spread of infectious diseases. These programs are to be consistent with acceptable medical standards and the State's policy for communicable and infectious diseases.
- (4) Peer Review. Annually, the work of all providers including physicians, dentists, and midlevel providers shall be reviewed jointly by the Contractor and appropriate TDOC staff. In an effort to assure clinical performance enhancement, the Contractor shall have a peer review program that is approved, in writing, by the State within sixty (60) days of contract execution and annually thereafter. The program must either meet or exceed State's policy and CQI Charter for peer review. The State shall be notified of all peer review actions and the results of the peer review process shall be shared with the State. The State shall review the peer review reports and approve the Contractor's plan of corrective action for peer review deficiencies.

- b. Reports. The Contractor shall be responsible for preparing minutes of all committee meetings as designated by the State. The Contractor shall also be responsible for ensuring that all necessary data and reports are completed and reported to the State within the designated timeframes in an effort to identify areas of opportunity for improvement in health care operations.

Each new calendar year, the TDOC CQI Coordinator will submit a CQI Activity/ Guideline Manual to each institution. The Contractor shall perform the monthly activities in the manual (that are indicated for its services and providers) at each indicated institution. The Contractor shall submit CQI study results to the TDOC CQI coordinator in a written or electronic form acceptable to the State, by the fifteenth (15<sup>th</sup>) day of the following month.

At least annually, the Contractor shall provide the institutions with documentation that peer review has been completed for each physician, dentist and midlevel provider on staff at that institution.

**A.12. MEDICAL SUPPLIES AND EQUIPMENT.** The Contractor shall be responsible for the provision of all medical and dental supplies required for operations at TCIP, TPW, RMSI, and CBCX. In addition, the Contractor shall provide all medical and dental non-capital equipment (a single piece of equipment costing less than \$5,000) including maintenance of existing equipment, including telemedicine equipment.

- a. Supplies. The Contractor shall provide all clinical, office and other supplies required for operations at TCIP, TPW, RMSI, and CBCX. The exceptions shall be (1) field test kits for drug testing of new State employees, (2) DNA testing kits, and (3) medical record folders and medical record forms as specified in TDOC policies. The Contractor will be responsible for furnishing and maintaining First Aid Kits in designated areas and vehicles in accordance with TDOC policy required for operations at TCIP, TPW, RMSI, and CBCX.
- b. Equipment. The Contractor is responsible for the procurement of minor equipment required for operations at TCIP, TPW, RMSI, and CBCX (excluding computer terminals) but existing State-owned equipment can continue to be used. The Contractor shall be responsible for preventive maintenance, servicing and repair of all State-owned equipment used in health services at the four comprehensive sites.

The Contractor shall conduct an equipment needs analysis and provide the State with a procurement plan for approval within the first 60 days of contract execution. This analysis should include computer terminals required for administrative purposes. Any approved computer terminals with State access will be furnished by the State.

A single piece of equipment that costs \$5,000 or more is considered capital equipment. If the Contractor deems a need for a capital equipment purchase, the Contractor will send a written request and justification to the TDOC Director of Health Services and the Assistant Commissioner of Administrative Services. Upon approval by the State, the State shall purchase the equipment.

- c. Supplies and Equipment Inventory. Within five (5) days of service commencement, a physical inventory shall be conducted of all clinical, pharmaceutical, office, and other supplies and equipment on hand in health services facilities and intended for use by the Contractor's providers and employees. Such inventory shall be conducted jointly with each institution's Warden (or designee) and the Contractor's designee. Consumable supplies shall be valued at cost. Equipment shall be valued at the lower of cost or market, based upon physical condition, suitability for use, and other pertinent factors. The inventory value shall be agreed upon by both parties. Upon expiration or other termination of the Contract, another physical inventory shall be conducted. All remaining supplies and equipment shall be converted to the State's inventory upon termination of the contract. Each institution shall provide the State's Assistant Commissioner of Administrative Services with a copy of the inventory report on or before the seventh (7<sup>th</sup>) business day of the contract start date. The beginning and ending inventories shall be compared and any difference will result in an adjustment of the payments by the State to the Contractor.
- d. Telephones and Telephone Lines. The Contractor shall be responsible for cost and installation of any special lines required for equipment such as EKG and facsimile.

**A.13. TELEMEDICINE.** The State is currently in the process of completing installation of videoconference equipment in each of the state managed facilities. The equipment is intended to be used for a variety of purposes as well as medical applications.

The Contractor shall maximize the use of telemedicine equipment to reduce the need for off-site consultations in scenarios where doing so does not impede the level of care. This technology shall also expedite the distribution of time sensitive training programs and help reduce travel expenses associated with multi-site meetings.

The Contractor is required to propose a plan for implementing a telemedicine system that will be used in conjunction with its proposed health delivery system. The Contractor's plan must meet all applicable medical standards and TDOC policy. The plan must include at a minimum: written guidelines and procedures, specific specialties to be provided by site, dates each site will be operational; peripheral devices to be purchased to support the services; required staff and administrative support; and training schedule. If the Contractor deems a need for a capital equipment purchase, the Contractor will send a written request and justification to the TDOC Director of Health Services and the Assistant Commissioner of Administrative Services. Upon approval by the State, the State shall purchase the equipment.

The Contractor shall implement telemedicine at all sites designated in its proposed plan and have them fully functional including completion of end-use training, within 180 days of the contract start date.

#### **A.14. HEALTH INFORMATION MANAGEMENT.**

- a. Medical Records. Maintenance of all health records shall be in compliance with TDOC policies and all patient records are the property of the State. The Contractor shall create and/or maintain a current, up-to-date health record for each TDOC inmate received and/or housed at TPW, RMSI, CBCX, or TCIP. It shall be in the modified problem-oriented medical format of the TDOC. The health record shall accompany the inmate at all on-site health encounters, and shall be forwarded to the appropriate facility upon the transfer of an inmate. All specialty care consultations and diagnostic reports shall be dictated and typed for placement in the health record. Any necessary transcription services shall be the responsibility of the Contractor. The health record forms and folders shall be provided by the State.
- b. Privacy of Health Information. The Contractor's privileges of access to and use and disclosure of materials from the health record are wholly incident to the continued existence of a treatment relationship between the Contractor and the inmate. The Contractor shall comply with all applicable laws, rules, and professional standards regarding the protection of patient privacy rights.
- c. Data Management Automation. It is the intent of the State to continue to expand, and refine our data collection for analysis, trending, and tracking purposes, which shall enhance our health care delivery system. The Contractor shall be required to participate and link to our automated system. The Contractor shall provide any additional statistical data as requested by the State.

When the State converts to an electronic medical record (EMR) system, the Contractor's subcontractors such as laboratory, pharmacy, radiology, telemedicine, dialysis, etc shall be required to link to the State's automated hardware/software. The State's MIS and OIR divisions shall handle coordination for compatibility. The Contractor shall agree to assist the State in developing and implementing an automated system.

#### **A.15. ADDITIONAL PROVISIONS.**

- a. Subcontractor Agreements. In accordance with section D.5 of this contract, the TDOC requires that the Contractor establish written agreements with its subcontractor vendors. The Contractor shall have completed all hospital, ancillary and specialty contracts within 60 days of the contract start date. The Contractor is responsible for notifying the TDOC in writing of any pending contracts not finalized within 60 days and must include an estimated completion date in this notification. Within two weeks of the effective start date of any subcontract, a copy of the subcontract must be provided to the Warden at the appropriate facility(s) and the TDOC Director of Health Services. Refusal to pay any subcontractor for contractual services shall likely result in a claim against the Contractor's performance bond.
- b. Health Care Delivery Costs & Statistics. The Contractor must utilize a management information system which will provide necessary cost and statistical information on a statewide and institutional basis for the TDOC to monitor performance. At a minimum the Contractor must, upon request, provide detailed reports on contract costs and program statistics, including but not limited to hospital admissions by diagnosis, hospital length of stay, avoidable hospital days by root cause, ER visits, ambulance transports, pharmacy statistics, infectious disease tracking, utilization review, outpatient procedures (by type), peer review, staffing reports (month-to-date vs. year-to-date), employee compensation rates and training plans.
- c. Monthly Operating Report. Within the first 60 days of the effective start date of the contract, the Contractor shall work with the State to design a monthly reporting template which will be most useful to the State. Beginning in the third month of the contract, the Contractor shall provide a monthly narrative report

delineating the status of the health care operations occurring in the prior month. At a minimum the monthly report shall include: utilization review, infectious disease and chronic disease statistics, staffing levels including shortfalls and unfilled positions, ancillary statistics, hospital/ emergency services statistics, incident reports, pharmacy statistics, committee reports, and all other monthly reporting requirements delineated under the scope of services of this contract or required by TDOC policy. Said report will be due on or before the 15<sup>th</sup> business day of each month and shall identify successes, potential problems and discuss their resolutions.

- d. Annual Review. Each year, the Contractor shall complete and present an annual report of utilization statistics and a narrative summary delineating accomplishments, barriers to improvement, and recommendations.
- e. Medical Advances. Medical science shall continue to advance and the commonly accepted standard of care is likely to evolve during the term of this contract. Any medical advance which:
  - (1) becomes the commonly accepted standard of medical care; and
  - (2) was not known or could not reasonably have been anticipated at the time the vendor submitted its proposal or which was not otherwise noted prior to the awarding of the contract; and
  - (3) results in a substantial per patient cost increase, may be considered by the TDOC for additional compensation. All three elements of the preceding standard must be satisfied for a medical advance to support a request for additional compensation.

A substantial per patient cost increase is defined, for this purpose, as a cost increase of three percent in the total cost of all services per year. If a medical advance satisfies all three elements, the Contractor may submit a written request to the State requesting an increase in compensation in an amount equal of direct costs the vendor will incur in meeting the new standard of medical care. All other cost increases are the responsibility of the Contractor. If medical advances result in a substantial per patient cost decrease for the Contractor, the TDOC shall seek a corresponding decrease from the Contractor.

- f. Litigation Issues. The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of healthcare services pursuant to this contract. Accordingly, in addition to the duties specified in section A.3.m. above, the Contractor shall be required to furnish all evidence and to provide all general and expert testimony requested by the State in connection with inmate litigation. The Contractor shall notify the State whenever an agent, affiliate, independent sub-contractor or any person performing services under this contract is asked to testify or provide an opinion or evidence in any litigation involving the TDOC, its staff or any inmate.
- g. Inmate Co-Pay. The TDOC has instituted a fee for service for inmate health care, which is payable to the State. The Contractor will comply with the reporting standards of the TDOC's Inmate Co-payment for Health Services policy.
- h. Pre-Release Planning & Transitional Services. The Contractor is responsible for assisting in the coordination of medical services for inmates' pre-release planning in accordance with policy. The Contractor is responsible for issuing inmates a 30-day supply of medications upon their release. The Contractor must comply with the State's medication policies.

**A.16. CONTRACT MONITORING.** The Contractor is required to meet the performance measures listed in **Exhibit A** of this contract. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, the TDOC shall utilize the services of Contract Monitors. The Contractor's activities shall be subject to monitoring and evaluation by the State in accordance with section D.9 of this contract. To accomplish this objective the Contractor shall cooperate fully with all monitoring activity and ensure that the Contract Monitors have full access to all clinical files and corporate files to include, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, physician billing, hospital or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

The Contract Monitors shall perform, but not be limited to, the following tasks:

- a. Review of service levels, quality of care and administrative practices as specified in the contract.

- b. Meet on a weekly basis with the Contractor and other TDOC officials to address contractual issues.
- c. Assist in the development of contractual changes (addenda) as needed.
- d. Review the Contractor's documentation to ensure compliance with contractual obligations.
- e. Review of the Contractor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations.
- f. Review of all files, records, and reports pertinent to the provision of inmate health care.
- g. Review of medical billings to determine appropriateness to contractual specifications and cost effectiveness to the TDOC.
- h. Conduct site visits, interviews, and inspections as required to provide a health services program.

To ensure that the quality and timely delivery of services are in compliance with the TDOC's policies and other organizational standards in the provision of health care, the Contract Monitors will operate independently of the Contractor. The Contract Monitors shall be directly accountable to the State. The Contract Monitors shall submit a monthly report of provider services and fulfillment of contractual obligations to the TDOC contact person. Based on these reports, the State may require that the Contractor take specified corrective action.

**A.17. THE TDOC'S RESPONSIBILITIES.** Except as otherwise provided, services by the Tennessee Department of Correction shall include:

- a. **Transportation/ Security.** The goal of the TDOC is to provide most health services on-site at the institution where the inmate is assigned and to minimize the costs and use of transportation officers and State vehicles. The TDOC will work with the Contractor as much as possible within security and program need provisions to locate inmates with medical needs at institutions that can readily provide the most on-site services.
- b. **Mental Health.** Currently the TDOC contracts with Mental Health Management (MHM) for mental health services.
- c. **Internal GroupWise E-mail and TOMIS Access.** To facilitate the Contractor's tracking and scheduling of inmates throughout the State's system.
- d. **Physical Plant and Furnishings at TDOC Correctional Facilities.**
- e. **Physical Plant Maintenance at TDOC Correctional Facilities.**

**B. CONTRACT TERM:**

- B.1. **Contract Term.** This Contract shall be effective for the period commencing on January 1, 2006 and ending on December 31, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. **Term Extension.** The State reserves the right to extended this contract for two additional one-year periods, provided that the State notifies the Contractor in writing of its intention to do so at least two hundred seventy (270) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon the rates provided for in the original contract and proposal.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **one hundred twenty two million one hundred sixty seven thousand dollars (\$122,167,000)**. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available

funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the average daily population (in-house count at 10:30 p.m. plus inmates temporarily out to medical) times the number of days in the month times the blended per diem rate. As expansions to the individual facilities increase the operating capacities, the blended per diem rate will be recalculated based upon the new operating capacities subject to fully executed amendments to the contract.

Cost Item Description	Cost		
	Year 1	Year 2	Year 3
	January 1 thru December 31, 2006	January 1 thru December 31, 2007	January 1 thru December 31, 2008
Blended Per Diem Rate Per Inmate	\$5.37	\$5.51	\$5.64

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

The State will reimburse the Contractor ten dollars (\$10) per hepatitis-B vaccine (HBV) administered and two hundred and eighty dollars (\$280) per post-exposure prophylaxis (PEP) kit administered for institutional staff, regardless of employer. The State will reimburse the Contractor for the actual cost of agents prescribed to inmates for the treatment of hepatitis-C (HCV). The State will reimburse the Contractor Ten Dollars (\$10) per tuberculosis employee skin testing.

When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars (\$50,000), the State will reimburse the Contractor on a 50/50 basis the cost of the hospitalization between fifty thousand dollars (\$50,000) and one hundred thousand dollars (\$100,000). For a single hospitalization exceeding one hundred thousand dollars (\$100,000), the State will reimburse the Contractor in full for the portion exceeding one hundred thousand dollars (100,000). These costs do not include the four thousand dollar (\$4,000) amount described in Section A.5.d. of this contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not "charges." The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.

- C.3.1. **Payment Under Term Extension.** If this contract is extended per Section B.2., the cost (Blended Per Diem Rate Per Inmate as shown in C.3.) for Year 4 and Year 5 will be calculated as follows:

Year 4 - The Medical CPI (All Urban Consumers U.S. City Average for Medical care using the 1982-84 = 100 base period – not seasonally adjusted) percentage increase for December 2007 over December 2006 plus an additional State-allowed increase of 1.5 percent for a "total percent of increase." This "total percent of increase" multiplied by Year 3 Cost (Blended Per Diem Rate Per Inmate as shown in C.3.) plus Year 3 Cost will yield the maximum cost to be charged for Year 4.

Year 5 - The Medical CPI percentage increase for December 2008 over December 2007 plus an additional State-allowed increase of 1.5 percent for a "total percent of increase." This "total percent of increase" multiplied by Year 4 Cost plus Year 4 Cost will yield the maximum cost to be charged for Year 5.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this contract at any time by giving written notice to the Contractor at least ninety (90) days before the effective termination date. The Contractor may terminate this contract by giving written notice to the State at least two hundred seventy (270) days before the effective date of termination, provided the effective termination date is not less than three years from the effective start date of this contract as reflected in Section B.1. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. **Records.** The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. **State Liability.** The State shall have no liability except as specifically provided in this Contract.
- D.14. **Force Majeure.** The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Acting Commissioner Gayle Ray  
Tennessee Department of Correction  
4<sup>th</sup> Floor, Rachael Jackson Building  
320 6<sup>th</sup> Avenue North  
Nashville, TN 37243-0465  
Telephone: 615-741-1000 Extension 8141  
Fax: 615-532-8281

The Contractor:

Scott Marquardt  
FCM-MTC Medical, LLC, dba, First Medical Management  
500 North Marketplace Drive  
Centerville, Utah 84014  
Telephone: 801-693-2801  
Fax: 801-693-2900

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or
  - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. **Contractor Breach**— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) **Liquidated Damages** — In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, **Exhibit A** and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) **Partial Default**— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of:
  - (a) the date which Contractor shall terminate providing the service associated with the Breach; and
  - (b) the date the State will begin to provide the service associated with the Breach.

Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of:

- (a) amounts which would be paid the Contractor to provide the defaulted service; or
- (b) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. **Competitive Procurements.** This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.7. **Financial Strength.** The Contractor shall, prior to signing this Contract, file with the State audited financial statements presented in accordance with generally accepted accounting principles consistently applied along with the independent auditor's opinion. Thereafter, the Contractor shall file annually, on or before April 1 of each year, current audited financial statements presented in accordance with generally accepted accounting principles consistently applied along with the independent auditor's opinion.
- E.8. **Performance Bond.** Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to **Five Million Dollars (\$5,000,000)**, guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than **September 26, 2005**. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of **FIVE MILLION DOLLARS (\$5,000,000)**, may be substituted if approved by the State prior to its submittal.

- E.9. **State Interest in Equipment—Uniform Commercial Code Security Agreement.** The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code— Secured Transaction, found at Title 47, Chapter 9 of the **Tennessee Code Annotated**, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the **Tennessee Code Annotated**, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and

continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;
- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

- E.10. State Furnished Property. The Contractor shall be responsible for the correct use and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. At those facilities where the Contractor has comprehensive responsibility for healthcare

services, the Contractor shall be additionally responsible for maintenance of such state-furnished property, and the Contractor shall bear the risk of loss, theft, or destruction of such state-furnished property. Upon termination of this Contract, all property furnished for the Contractor's use and control at its comprehensively managed programs shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.12. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.14. TOMIS Security. The Contractor will at all times honor the security and confidentiality of the TDOC Tennessee Offender Management Information System (TOMIS) information and will not misuse, abuse, alter, or attempt to alter the information contained within TOMIS, except as it pertains to the use and data entry requirements necessary to fulfill the Contractor's obligations under the terms of the Contract.

E.15. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit the Contractor to disclose any information that is confidential under federal or state law or regulations,

regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.17. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline:

1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- E.18. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.19. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- E.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.21. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment.

Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.22. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

FCM-MTC MEDICAL, LLC, dba, FIRST MEDICAL MANAGEMENT

By: MTC Medical, LLC, its member

By: Management & Training Corporation, its member

  
By: Scott Marquardt

  
Date

9/26/05

Its: CEO and President

DEPARTMENT OF CORRECTION:

  
Gayle Ray, Acting Commissioner

  
Date

9/30/05

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

  
Date

OCT 31 2005

DEPARTMENT OF PERSONNEL:

  
Randy C. Camp, Commissioner

  
Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

  
Date

11/1

**Exhibit A**

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
**Tennessee Department of Correction**  
**Objective Performance Criteria and Critical Indicators Manual**  
**Health Services Division**

**INTRODUCTION ..... 32-33**

**SUMMARY OF LIQUIDATED DAMAGES .....34**

**OBJECTIVE PERFORMANCE CRITERIA AND INDICATORS:**

**RECEIVING SCREEN .....35**

**INITIAL HEALTH ASSESSMENT .....36**

**MEDICATION ADMINISTRATION RECORD..... 37-38**

**CHRONIC CARE CLINICS.....39**

**CORRECT TRANSCRIPTION OF MEDICATION ORDERS.....40**

**MEDICATION ADMINISTRATION .....41**

**MEETINGS/REPORTS .....42**

**ANNUAL TB SCREENING.....43**

**STAFFING .....44**

**DAILY SICK CALL PROCEDURES.....45**

**SPECIALTY CARE / CONSULTATIONS.....46**

**USE OF INFORMED CONSENT REFUSAL .....47**

**ACCREDITATION .....48**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

## **INTRODUCTION**

### **INTENT**

It is the active intent of the Tennessee Department of Correction (TDOC) to monitor the Contractor's performance in a continuous and ongoing effort to ensure that all contractual requirements are being fully met in accordance with policy and standards. These expectations are based on the specific terms of the Tennessee Code Annotated, the current standards of the American Correctional Association (ACA), the RFP specifications and the current TDOC Policies and Procedures. Primary responsibility for this monitoring effort will reside with the Health Services Division of the TDOC. Monitors will conduct audits at each institution to assess the adequacy and timeliness of healthcare services. Monitors will be trained in conducting the audit. Audits will systematically assess the Contractor's performance by means of medical record reviews and direct observations of medical records, logs, manuals, critical incident reports and other appropriate sources. Observed performance will be compared with pre-established performance criteria. These criteria, along with the parameters for measuring the Contractor's degree of success in achieving them, are the subject of the attached documents.

### **AUDIT PROCESS**

Each audit may be performed as often as necessary at each institution, will be scheduled in advance, and may last for several days. The performance level of the individual institution may affect the frequency of the audits. Contractor will provide access to the Health Services Unit staff and Quality Assurance staff as required, all medical/dental/mental health records, logbooks, staffing charts, time reports, inmate grievances, and other requested documents required to assess Contractor performance. Such activities may be conducted in institution's clinic but will be conducted in a manner so as not to disrupt the routine provision of inmate healthcare. When necessary, TDOC custody and/or administrative records will be utilized to establish facts or corroborate other information.

All audits are designed and performed in accordance with the following standards:

- Tennessee Statutes
- Tennessee Code Annotated (TCA)
- Tennessee Department of Correction's Policy and Procedures
- The RFP and current Health Care Contract
- American Correctional Association Standards (ACA)

General requirements applicable to all inmates will be assessed via a data review of a 5%-20% sample of the inmate's health records at an institution, selected randomly. Other requirements, relevant to a segment of the inmate population, may be monitored by a higher percentage (up to 100%) of the records of a sub-population (i.e., Special Needs or Chronic Care roster, pregnant inmates, etc.). Areas in which performance deficiencies have been found may be re-examined in the subsequent quarter or follow up period as designated by the TDOC in order to gauge progress towards satisfactory performance.

At the conclusion of an audit, the monitors will share the preliminary results with the institution's health administrator. An exit interview shall be held with health administrator, warden and/or designee regarding the audit results prior to the monitor leaving the facility. The Contractor shall provide all documents necessary to dispute audit results at the exit interview.

Copies of completed audits may be forwarded to the Contractor's corporate office and the TDOC's administration. Contractor may dispute the findings via appeal to the Director of Health Services. The Contractor must specifically address each disputed finding and justification for appealing such. The TDOC will render a final decision on the appeal to the contractor within ten days of receipt.

For each element reviewed, an adjustment to compensation has been specified as liquidated damages for each non-compliant occurrence. The State shall withhold the monetary amount from the Contractor's compensation for substandard performance in the designated audit areas. The Contractor will be notified in writing and the

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

appropriate deduction will be made in the next monthly payment following the expiration of the appeal deadline. The State may, in its sole discretion, waive an assessment of liquidated damages for a given occurrence of non-compliance, subject to Section D.11 of the Contract between the State and the Contractor.

The manual of Objective Performance Criteria outlines areas that are subject to adjustment to the Contractor's compensation. Objective Performance Criteria are subject to change at the discretion of the State. The Contractor shall be given a 90-day notice to prepare for any new or changed criterion. Audits will begin effective February 1, 2006. The results of the February, March and April 2006 audits will be informational only and will not result in an adjustment to compensation. Adjustments to compensation will be effective with the audits performed beginning May 1, 2006.

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**SUMMARY OF LIQUIDATED DAMAGES**

Following is a summary of the indicators and compensation adjustment amounts for Objective Performance Criteria. This listing does not represent the complete description or Contractor responsibility for the stated criteria; details are provided in the Performance Criteria and Critical Indicators section of this Manual. The amounts indicated are the adjustment (deduction) to compensation amounts that may be assessed to the Contractor as liquidated damages for substandard performance per occurrence in the audit areas.

ACA ACCRED	TDOC POLICIES	RFP AND/OR CONTRACT	Criteria	INDICATORS	AMOUNT PER OCCURRENCE
X X	X X	X X	Receiving Screening	1. Note acute or contagious conditions 2. Refer inmates on medication to provider for continuity of care	\$100 \$100
X X	X X	X X	Initial Health Assessment	1. Admission testing as required within 14 days 2. Initial health assessment is timely and complies with ACA standards	\$100 \$50
X	X	X	Medication Administration Record	1. MAR includes inmate identification information; 2. MAR includes medication and dosage information; 3. Correct use of codes/notes on MAR; 4. All MAR's completed; no blank spaces	\$100
X	X	X	Chronic Care Clinics	1. CCC inmates are scheduled for follow-up appointments	\$100
X X	X X	X X	Correct Transcription of Medication Orders	1. Timely transcription of medication orders by a nurse 2. Timely authorization/documentation of telephone orders by the ordering practitioner or Medical Director	\$50 \$50
	X	X	Medication Administration	1. MAR documentation of referral for repeated refusal or "no show"	\$50
X X X X	X X X X	X X X	Meetings/Reports	1. Reports are sent to Central Office as required; 2. Documentation of meetings are completed as required; 3. Documentation of all reports are available for monitor review; 4. The Contractor's staff shall participate in meetings (i.e. CQI, MAC, etc.) as required by TDOC policy.	\$100 – deficiency in any area
X X	X X		Annual TB Screening	1. Annual tuberculin screening of inmates 2. Annual tuberculin screening of employees	\$300 \$300
X	X	X	Staffing	1. The service associate with a position shall be staffed by the Contractor. The Contractor shall provide all required staff as designated in the State's approved minimum staffing plan. * Clinical * Others * Key Management Staff	\$250 \$100 \$300
X X	X X	X X	Medical Sick Call Procedures	1. Timely screening and assessment of requests by qualified healthcare personnel for non-emergent health problems 2. Inmates referred via Sick Call to MD/NP	\$50 \$50
X X	X X	X X	Specialty Care/Consultations	1. Timely visits to a specialist 2. Provider review and documentation of consultant recommendations	\$200 \$150
X	X	X	Use of Informed Consent/Refusal	1. Proper Consent/Refusal and signed documentation of an inmate's refusal.	\$50
		X	Accreditation	Contractor shall comply with all applicable, mandatory ACA standards.	\$25,000

**Basis for imposing damages/adjustments to compensation:**

<b>ACA ACCRED</b>	Requirement for accreditation by the American Correctional Association
<b>TDOC POLICIES</b>	Required to per TDOC and institutional policies
<b>RFP/CONTRACT</b>	Required to avoid or successfully defend the State in litigation regarding health care.

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS  
 RECEIVING SCREENING**

**Definition and Purpose of Auditing This Criterion**

As per ACA standards, TDOC policy and procedures, and the RFP, an initial receiving screen shall be made on each new admission immediately upon their arrival at a TDOC Reception facility.

**Elements of the Criterion**

At any reception unit (new admissions) immediately upon receipt of an inmate, a health care staff member will perform a brief health screening to ensure timely continuity of care. This screening will be composed of a review of all available medical records, and a brief interview of the inmate will be done to ensure attention to any obvious acute or contagious conditions requiring care and any medications that must be provided or continued.

**Indicators/Methodology/Acceptable Standard**

**Indicator:** The receiving screening shall note the existence of any obvious acute or contagious conditions requiring immediate referral for emergent or urgent care.

**Methodology:**

- a. Review the medical record and county transfer forms.
- b. Document on the appropriate encounter form in the medical record any obvious contagious conditions that may require care and any medications that must be provided or continued.

**Acceptable Standard: Threshold 90%**

**Amount each per non-compliant occurrence:**                    **\$ 100**

**Indicator:** When a newly admitted inmate arrives on medication, there shall be a referral to a provider for continuity of care.

**Methodology:**

- a. Review the inmate's medical record and the Physician's/NP Orders.
- b. If the inmate was on medication when he/she arrived, there shall be a referral to a provider documented in the medical record.
- c. Continuation of medications as required is documented.

**Acceptable Standard: Threshold 90%**

**Amount per occurrence:**    **\$ 100**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**INITIAL HEALTH ASSESSMENT**

**Definition and Purpose of Auditing This Criterion**

As per the ACA standards and TDOC policy and procedures, an Initial Assessment by the provider is required upon admission of all inmates. The Initial Assessment shall include history and hands on physical examination (including breast, rectal and testicular exams as indicated by the patient's gender, age, and risk factors), review of all receiving screen and lab results, and initiation of therapy and immunizations when appropriate.

**Elements of the Criterion**

All new admissions at any reception facility will undergo health appraisals to include history and physical examinations as well as appropriate admission testing as designated by TDOC policy.

**Indicators/Methodology/Acceptable Standard**

**Indicator:** Admission Testing shall be completed as required by TDOC policies. This includes a pregnancy test for female inmates upon arrival.

**Methodology:** Review the Medical Record.

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:** \$ 100

**Indicator:** Initial Health Assessment is completed by provider upon admission, but in no case beyond 7 days post admission, in accordance with ACA Standards and TDOC policy and procedures.

**Methodology:** Review the Medical Record for completion of appropriate forms.

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:** \$ 50

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**MEDICATION ADMINISTRATION RECORD**

**Definition and Purpose of Auditing This Criterion:**

According to the current RFP, ACA Standards, current Policy and Procedure, the Contractor is responsible for ensuring that proper pharmaceutical services are provided. This shall include the maintenance of records as necessary to ensure adequate control of and accountability for all medications.

**Elements of the Criterion:**

An inmate-specific Medication Administration Record (MAR), will contain documentation of the administration and distribution of prescribed medications. Licensed healthcare staff will note and initial the medications that were administered on the (MAR). The completed MAR is a permanent part of the inmate's Medical and Dental Record and should be filed in that inmate's Health Record within (30) days of the end of the month.

Healthcare staff will complete the required demographic information each time that a MAR is initiated. This includes the Inmate Name, ID Number, Allergies to Medication(s) (using "NKA" when an inmate states having No Known Allergy), applicable month and year, and the TDOC correctional institution. Medication orders shall be transcribed by appropriately certified or licensed healthcare staff on the MAR. A MAR will be generated each month if medication order is still valid. The following information from the Physician's order form will be documented for each medication listed on the MAR:

1. Start Date: Date prescription was written.
2. Stop Date: Date duration of therapy will end.
3. Initials: Initials of staff member transcribing order onto the MAR.
4. Drug name, Drug dosage, Route of Administration, and Interval of frequency.
5. Hour of Administration: As ordered.

Appropriate certified or licensed healthcare staff designated to administer medication shall sign their names, date and identifying initials in appropriate areas of the MAR. Licensed staff administering medications will document in the appropriate date and time blocks all medications administered, using the appropriate codes listed on the back of the MAR. The administering nurse will verify medication was administered to the inmate. The nurse must initial any code written on the MAR. All medications, including over-the-counter medications will be given to the inmate by licensed healthcare staff in accordance with the nursing protocol, and be documented on the back of the MAR.

When providing Keep-On-Person (KOP) medications, staff will note on the MAR and have the inmate sign for receipt of the medications and their understanding of usage. The nurse will sign and date the front of the MAR. The back of the MAR will be used to make appropriate treatment notes regarding medication side effects or testing (i.e., blood pressure, etc.).

**Indicators/Methodology/Acceptable Standard**

**Indicators:**

1. The MAR shall include the inmate's name, TDOC number, and any known allergies.
2. The MAR shall include: "Start" & "Stop" dates, drug name, dosage, route of administration, frequency, and hour of administration.

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

3. The following codes shall be used to document medication administration. All codes are to be initialed by the RN or LPN who administer the medication. A corresponding progress note shall accompany any codes for "refusal" and "other" on the appropriate section of the MAR. All Keep-On-Person (KOP) medications on the MAR shall be signed by both the administering nurse and the inmate. Designated medication codes are as follows:
- Nurse's initials: Medication administered to inmate
  - D/C: Discontinued order
  - R: Inmate refused medication
  - S: Self-administered dose given to inmate
  - A: Absent (No Show)
  - C: Court
  - O: Other
4. The licensed staff administering medication will document in the appropriate space for all medications administered. There shall be no blank spaces except in the case of PRN medications.

**Methodology:** Review the MAR

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:** \$ 100  
**Max for MAR is \$100 per record reviewed.**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**CHRONIC CARE CLINICS**

**Definition and Purpose of Auditing This Criterion**

In accordance with ACA standards and TDOC policies, inmates with special medical conditions requiring medication for indefinite time frames shall be evaluated for a Chronic Care Clinic (CCC).

**Elements of the Criterion**

For CCC inmates the following elements are reviewed: maintenance medication renewals, follow-up appointment, and referrals.

**Indicators/Methodology/Acceptable Standard**

**Indicator:** Inmates in CCCs are to be scheduled for a follow-up appointment with a provider for face-to-face encounter as frequently as medically required, but in no case exceeding 90 days.

**Methodology:** Review the inmate's medical record for chronic clinic visits.

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:**      **\$ 100**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**CORRECT TRANSCRIPTION OF MEDICATION ORDERS**

**Definition and Purpose of Auditing This Criterion:**

As per Tennessee Board of Pharmacy regulations and TDOC Policy and Procedure, it is essential that all medications prescribed by the practitioner be administered to the inmate in an accurate and timely manner.

**Elements of the Criterion:**

Medication orders will be placed in the inmate's medical record according to appropriate workflow. Medication orders will be transcribed by the nursing staff as soon as possible, but no later than the end of the shift in which they are written, as detailed in the order transcription workflow of the medical record. The practitioner will "route" the inmate's medical record to the appropriate transcription nurse to alert nursing staff of new medication orders. The nurse will transcribe the order from the inmate's medical record to the inmate's MAR. Telephone orders will be documented in the inmate's medical record as detailed in the Telephone/Verbal Order workflow of the medical record. The order will include the date, time of order, name of medication, dosage of medication, route of administration, administration frequency, duration of therapy, notation that the order was by telephone, ordering physician name, and name of licensed staff receiving order. The inmate's medical record will then be "routed" to the ordering provider for counter-signature. Telephone orders will be counter-signed by the practitioner or Medical Director the next day on duty, but not to exceed (72) hours after the order is written. To document transcription of the physician's order and ordering of medication, the nurse will note the date/time, and his/her signature by appending the document as outlined in the medical record workflow for order transcription.

**Indicators/Methodology/Acceptable Standard**

**Indicators:**

1. A nurse shall transcribe all medication orders within an 8 hour period, but no later than the end of the following shift.
2. All telephone medication orders will be co-signed by the ordering practitioner or Medical Director on their next day on duty but not to exceed (72) hours from the time that the order was written.

**Methodology:**

Review the medical record routed by the NP/MD for documentation showing that the medication order has been transcribed and co-signed by the ordering practitioner or Medical Director.

**Acceptable Standard: Threshold 90%**

**Amount per occurrence:      \$ 50**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**

**MEDICATION ADMINISTRATION**

**Definition and Purpose of Auditing This Criterion**

As per the current RFP and approved Policies and Procedures, inmates who have refused medical treatment or have been a "no show" for three consecutive days of prescribed medicine will be scheduled for counseling with healthcare staff. In addition, psychotropic medication will be monitored to ensure that the psychiatrist receives timely notification of noncompliance for three consecutive missed doses.

**Elements of the Criterion:**

Counseling for inmates who have refused or have been a "no show" for three consecutive days of prescribed medicine, will be documented in the inmate's medical record. Inmates on TB medications or individuals who are exhibiting symptoms will be referred immediately to the physician. The physician or nurse practitioner will counsel inmates who refuse medication regarding the effects of refusing medication. Inmates who continue to refuse prescribed medication after counseling and physician follow-up will be asked to sign a refusal on the Consent for Medical Treatment form. Health care staff will document medication compliance for each inmate prescribed a psychotropic medication by completing the MAR according to procedures. Healthcare staff daily will review the MAR of each inmate on prescribed psychotropic medication. Whenever the MAR review indicates that the inmate has missed three (3) consecutive doses of psychotropic medication, the healthcare staff will immediately report to the mental health staff.

**Indicators/Methodology/Acceptable Standard**

**Indicator:** There shall be documentation in the inmate's medical record that the inmate was referred to a physician when that inmate had refused or had been a "no show" for three (3) doses of prescribed medication.

**Methodology:** Review the MAR and progress notes for documentation from physician and/or mid-level.

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:**      **\$ 50**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS  
MEETINGS/REPORTS**

**Definition and Purpose of Auditing This Criterion**

The RFP, TDOC Policy and Procedures, and ACA standards require timely documentation of reports and regular meetings to insure quality and effective services are provided to all inmates.

**Elements of the Criterion:**

1. Institutional CQI reports are to be submitted as outlined in TDOC policy. All reports are to be submitted to TDOC Central Office staff, wardens, and health administrators per policy.
2. The Contractor shall provide a monthly operational report outlining key elements by the 20<sup>th</sup> calendar day of each month. The format and elements of the report shall be subject to the approval of the State.

**Indicators/Methodology/Acceptable Standard**

**Indicators:**

1. There will be documentation of the reports and meetings kept on file with the TDOC Central Office and institutional health administrators.
2. The Contractor shall maintain documentation of meeting schedules, committee minutes and reports.
3. All schedules, minutes, and reports are to be available for monitor review at time of audit.
4. The Contractor's staff shall participate in meetings (i.e. CQI, MAC, etc.) as required by TDOC policy.

**Methodology:** Review reports and minutes of meetings.

**Acceptable Standard:** Threshold 95%

**Amount per occurrence:**      **\$ 100**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**ANNUAL TB SCREENING**

**Definition and Purpose of Auditing This Criterion**

As per the current RFP, ACA Standards and TDOC Policies/Procedures, the Contractor is responsible for conducting Annual TB Screenings.

**Elements of the Criterion**

TB skin tests (PPD) will be given annually to inmates. Inmates with a documented past positive PPD will be exempt from the annual PPD, but must be informed about the symptoms of TB and evaluated annually for pulmonary symptoms suggestive of TB by a nurse/physician. The annual encounter must be documented on the appropriate medical record encounter form (flow sheet). A medical staff member will counsel any inmate who refused TB testing. This counseling will be documented on the appropriate medical record encounter form. If he/she continues to refuse, the institution's CQI/ Infectious Diseases Coordinator shall be notified. A healthcare staff member will counsel the inmate. Documentation of the refusal and the notification of the TB Coordinator will be made on the TB Screening Refusal form. If he/she continues to refuse, the inmate will be referred to the DOC QA Staff for action.

**Indicators/Methodology/Acceptable Standard**

**Indicators:**

1. Annual tuberculin screening of inmates, as determined by TDOC policies.
2. Annual tuberculin screening of employees, as determined by TDOC policies.

**Methodology:** Review the inmate's medical record for documentation on the immunization record.  
 Review employee personnel record for proper documentation on immunization form.

**Acceptable Standard: Threshold 100%**

**Amount per occurrence:      \$ 300**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**STAFFING**

**Definition and Purpose of Auditing This Criterion:**

According to the RFP, TDOC Policy/Procedures and ACA standards, the Contractor shall provide adequate staffing for each facility according to the approved staffing plan.

**Elements of the Criterion:**

The Contractor is to utilize the State's approved minimum staffing plan for each institution. During periods of temporary vacancies, the Contractor shall provide staffing coverage through the use of agency/overtime/PRN. Vacant positions which are fully covered utilizing agency/overtime/PRN staff will not be assessed any liquidated damages.

**Indicators/Methodology/Acceptable Standard**

**Indicators:**

1. The service associate with a position shall be staffed by the Contractor. The Contractor shall provide all required staff as designated in the State's approved minimum staffing plan.

**Methodology:** Each month, the Contractor shall provide documentation electronically showing the staffing levels for the previous month. The documentation shall include: filled and vacant positions, date positions became vacant and date position filled, and the utilization of any temporary staff. The Contractor shall provide documentation showing that all shifts are covered. Supporting documentation showing recruitment efforts to fill vacant positions must be provided.

**Acceptable Standard: Threshold 100%**

<b>Amount per occurrence:</b>	<b>\$250 per position not covered per day (clinical)</b> <b>\$100 per position not covered per day (others)</b> <b>\$300 per day for appointing key management staff without the approval of TDOC until approval is obtained.</b>
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**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**DAILY SICK CALL PROCEDURES**

**Definition and Purpose of auditing this Criterion:**

As per the current RFP and ACA standard, daily sick call shall be conducted at each correctional facility by a physician, nurse practitioner or registered nurse.

**Elements of the Criterion**

The inmate sick call request will be screened and assessed for non-emergent health problems by qualified healthcare staff within 24 hours of receipt of request for healthcare on the proper form. Sick call will be available Monday through Friday (excluding holidays). The inmate's request will be triaged within 24 hours and will be seen within 72 hours of the referral.

**Indicators/Methodology/Acceptable Standard**

**Indicators:**

1. All inmate requests will be screened and assessed by qualified healthcare personnel for non-emergent health problems within 24 hours of receipt of the request for health care on the proper form.
2. All inmates referred through sick call to MD/NP will be seen in accordance to TDOC policy.

**Methodology:**

1. Review sick call documents to determine which inmates were referred to the NP/MD.
2. Review inmate's medical record to determine if referral was completed in accordance with policy.

**Acceptable Standard: Threshold 90%**

**Amount per occurrence:      \$ 50**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**SPECIALTY CARE / CONSULTATIONS**

**Definition and Purpose of Auditing This Criterion:**

As per the current RFP, ACA Standard and current Policy, the Contractor shall make referral arrangements with TN licensed and Board Certified specialty physicians for the treatment of those inmates with health care problems that extend beyond the primary care specialty clinics provided on-site.

**Elements of the Criterion:**

Contractor will arrange for specialty care as medically needed. The consultation request will be a part of the inmate's medical record. Documentation of all requests will be noted on the appropriate forms. Requests for specialty care will be maintained and tracked in a logbook at each institution, as well as in the inmate's medical record. All specialty consults will be approved or denied by the contractor within 7 working days upon receiving request for consultation. When possible, specialty care will be delivered at the inmate's parent institution or regional facility. In no case shall a visit to a specialist be delayed for more than 30 days from the date of request. Urgent specialty referrals will be handled within 5 working days.

The primary care physician will review the consultation recommendation and document his/her response to the consultant's recommendations in the inmate's medical record within 3 days.

**Indicators/Methodology/Acceptable Standard**

**Indicator:** 1. All visits to a specialist shall occur within (30) days of the provider's request.

**Methodology:**

- a. Review the inmate's medical record and the consult log to determine the date on which a specialty consult was completed.
- b. Documentation of all requests will be noted on the appropriate medical record encounter form.

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:**      **\$ 200**

**Indicator:** Regarding Specialty Care/Consultation findings/recommendations, the provider will review the consultant recommendations and document those findings in the medical record of the respective inmate.

**Methodology:**

- a. Review the inmates medical record for documentation of consultant's findings/recommendations
- b. Review medical record for documentation by provider within 3 days of receipt of consultation results.

**Acceptable Standard:** Threshold 90%

**Amount per occurrence:** **\$150**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS**  
**USE OF INFORMED CONSENT/REFUSAL**

**Definition and Purpose of Auditing This Criterion**

According to ACA Standards and TDOC Policy and Procedures in every case in which the adult inmate, after having been informed of his or her condition and the treatment prescribed, refuses treatments, this refusal will be recorded in the medical record, Consent/Refusal Encounter for Medical Treatment. The inmate will sign the refusal and it will be filed in the appropriate section of the medical record per TDOC policy.

**Elements of the Criterion:**

Upon being informed of a condition and treatment prescribed, an inmate has the right to refuse such treatment. Such a refusal must be documented appropriately in the medical record for Medical, Dental or Surgical Treatment. Medical staff shall advise the inmate of the possible medical/dental consequences of such refusal and then have the inmate sign the refusal form and file it in the appropriate section of the medical record per TDOC policy.

**Indicators/Methodology/Acceptable Standard**

**Indicator:** A licensed professional shall document an inmate's refusal in the medical record Consent/Refusal form, and secure the inmate's signature as required.

**Methodology:**

- a. Review the medical record for proper documentation and the paper Medical Reference File.
- b. Contractor will ensure that an appropriately licensed professional will document any inmate's refusal for treatment, as well as ensuring the inmate will sign the required medical record form. Absence of an inmate's signature is acceptable; only if a health care professional documents the inmate's refusal to sign the printed copy of the medical record form.

**Acceptable Standard: Threshold 90%**

**Amount per occurrence:      \$ 50**

**Exhibit A**  
**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS MANUAL**  
*continued*

**OBJECTIVE PERFORMANCE/CRITICAL INDICATORS  
ACCREDITATION**

**Definition and Purpose of Auditing this Criterion**

Pursuant to the RFP, the contractor shall be responsible for assisting in maintaining accreditation with the American Correctional Association (ACA) at all TDOC facilities, as a way to safeguard the health, safety, and welfare of those inmates incarcerated in this system.

**Elements of the Criterion**

The contractor shall be responsible for compliance with all applicable, mandatory ACA standards in its performance of the contract.

**Indicators/Methodology/Acceptable Standard**

**Indicator:**

The Contractor shall comply with all applicable, mandatory ACA Standards.

**Methodology: ACA Audit**

**Acceptable Standard: 100%**

**Amount per occurrence:      \$25,000**

**Exhibit B**  
**MINIMUM STAFFING REQUIREMENTS**

**Staffing Plan Format**

**RFP No. 329.01-170**

The Proposer shall include a proposed staffing plan (position title and full-time equivalent (FTE) that it will assign to work on-site at each designated institution. Adequate relief time should be built into staffing plans to ensure coverage during orientation/ training, leave, and holidays. Following are the minimum FTE's and hours that the State requires be provided at each institution:

**Brushy Mountain Correctional Complex (BMCX)**

Operational Capacity: 1,587  
 Reception Center  
 2 Sites  
 2 Infirmary Beds  
 4 Clinic Examination Rooms  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services, optometry, and x-ray technician at Sites 1 & 2.

<b>BMCX</b>		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>TOTAL</b>	<b>TOTAL</b>
	<b>A.13.g.TITLE</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Hours</b>	<b>FTE</b>
	Medical Director		8	8	8	8	8		40	1.00
	Dentist		16	16	16	16	16		80	2.00
	Optometrist (20 hrs./ mo.)								5	.13
	X-ray Technician		4	4	4	4	4		20	.50
	<b>TOTAL</b>								<b>145</b>	<b>3.63</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (continued)**

**Charles B. Bass Correctional Complex (CBCX)**

Operational Capacity: 1,099  
 Reception Center  
 Annex  
 3 Clinic Examination Rooms  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician and mid-level services, 24/7 RN coverage, dentistry clerical/ medical records support optometry, and all ancillary support at both the main facility as well as the annex.

CBCX		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	<u>A-13-g: TITLE</u>	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTE
	<b><u>Administrative/Misc</u></b>									
	Health Administrator		8	8	8	8	8		40	1.00
	Director of Nursing		8	8	8	8	8		40	1.00
	Medical Director		8	8	8	8	8		40	1.00
	PA/NP		12	12	12	12	12		60	1.50
	RN CQI Coord./Chronic Care		8	8	8	8	8		40	1.00
	Administrative Assistant		8	8	8	8	8		40	1.00
	Secretary Appointment Clerk		8	8	8	8	8		40	1.00
	Records Clerks		16	16	16	16	16		80	2.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	Optometrist (8 hrs./ mo.)								2	0.05
	<b><u>Days</u></b>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN Annex	8	8	8	8	8	8	8	56	1.40
	RN	8	8	8	8	8	8	8	56	1.40
	LPN Annex		8	8	8	8	8		40	1.00
	LPN	8	24	24	24	24	24	8	136	3.40
	<b><u>Evenings</u></b>									
	RN	8	8	8	8	8	8	8	56	1.40
	RN (Annex & Float)	8	8	8	8	8	8	8	56	1.40
	LPN	8	8	8	8	8	8	8	56	1.40
	<b><u>Nights</u></b>									
	RN	8	8	8	8	8	8	8	56	1.40
	RN Annex	8	8						16	0.40
	LPN	8	8	8	8	8	8	8	56	1.40
	<b>TOTAL</b>								<b>1118</b>	<b>27.55</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (continued)**

**Tennessee Prison for Women(TPW)**

Operational Capacity: 744  
 Annex  
 10 Infirmary Beds  
 Female Specialty Clinics

Reception Center  
 3 Clinic Examination Rooms  
 2 Negative Pressure Rooms  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician and mid-level services, 24/7 RN coverage, dentistry clerical/ medical records support optometry, and all ancillary support at both the main facility as well as the annex.

TPW		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	<u>A-13.g.TITLE</u>	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	<b><u>Administrative/Misc</u></b>									
	Health Administrator		8	8	8	8	8		40	1.00
	Director of Nursing		8	8	8	8	8		40	1.00
	House (Nursing) Supervisor	16	16	16	16	16	16	16	112	2.80
	Medical Director		8	8	8	8	8		40	1.00
	OB/GYN Physician		8		8		8		24	0.60
	PA/NP		12	12	12	12	12		60	1.50
	RN CQI Coordinator		8	8	8	8	8		40	1.00
	RN Chronic Care Infectious Disease Coordinator		8	8	8	8	8		40	1.00
	Administrative Assistant		8	8	8	8	8		40	1.00
	Records Clerks		16	16	16	16	16		80	2.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	X-Ray Technician								0	0.00
	Optometrist ( 20 hrs./ mo.)								5	0.13
	<b><u>Days</u></b>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN Infirmary & Sick Call	8	8	8	8	8	8	8	56	1.40
	LPN	16	24	24	24	24	24	16	152	3.80
	CNA/ CNT	8	8	8	8	8	8	8	56	1.40
	Pharmacy Tech or LPN		8	8	8	8	8		40	1.00
	<b><u>Evenings</u></b>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN								0	0.00
	LPN	8	24	24	24	24	24	8	136	3.40
	CNT	8	8	8	8	8	8	8	56	1.40
	<b><u>Nights</u></b>									
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	8	8	8	8	8	8	8	56	1.40
	CNT		8	8	8	8	8		40	1.00
	<b>TOTAL</b>								<b>1361</b>	<b>34.03</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (continued)**

**Mark H. Luttrell Correctional Center (MLCC)**

Operational Capacity: 436  
 Female Facility  
 Annex  
 2 Clinic Examination Rooms  
 2 Infirmary Beds

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services, optometry, and gynecologist services.

MLCC Women's									TOTAL	TOTAL
	Title	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	Medical Director		8	8			4		20	0.50
	OBGYN				8	8			16	0.40
	Dentist		8	8		8			24	0.60
	Optometrist (8hrs/mo.)								2	0.05
	X-Ray Technician		8		8		8		24	.60
	<b>Total FTE</b>								<b>86</b>	<b>2.15</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (continued)**

**Lois M. DeBerry Special Needs Facility (DSNF)**

Operational Capacity: 736  
 Extended Care Facility  
 Rehab Unit  
 Specialty Clinics  
 Transit Unit  
 Geriatric Unit  
 4 Isolation Rooms  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide all on-site primary care physician, dentistry services, and specialty clinics.

DSNF		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total	
	Title	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTE
	Medical Director		8	8	8	8	8		40	1.00
	Physician		24	24	24	24	24		120	3.00
	Dentist		8	8	8	8	8		40	1.00
	<b>Total FTE</b>								<b>224</b>	<b>5.0</b>

**Specialty Services**

Audiometric	3 hours per month	Oral Surgeon	4 hours per month
Cardiology	4 hours per month	Orthopedics	12 hours per month
ENT	3 hours per month	Podiatry	8 hours per month
GI	3 hours per month	PT	12 hours per month
GSG	6 hours per month	PT Asst	12 hours per month
Inf. Disease	12 hours per month	Radiology	4 hours per week
MRI, Ultrasound	Monthly	Surgery	6 hours per month (minor procedures)
Nephrology	4 hours per month	Urology	4 hours per month
Oncology	4 hours per month		
Optometry	40 hours per month		

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (*continued*)**

**West Tennessee State Penitentiary (WTSP)**

Operational Capacity: 2,505  
 Reception Center  
 3 Sites  
 Time Building Institution  
 6 Clinic Examination Rooms  
 20 Infirmary Beds

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services and optometry.

WTSP		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	<b><u>Administrative /Misc</u></b>									
	Physician		8	8	8	8	0		32	0.80
	Medical Director		8	8	8	8	8		40	1.00
	Dentist		16	16	16	16	16		80	2.00
	Optometrist (32 hrs. / mo.)								8	0.20
	X-Ray Technician		4	4	4	4	4		20	0.50
	<b>Total FTE</b>								<b>180</b>	<b>4.5</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (*continued*)**

**Northwest Correctional Complex (NWCX)**

Operational Capacity: 2,377  
 2 Sites  
 3 Clinic Examination Rooms  
 8 Infirmary Beds  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services and optometry.

<b>NWCX</b>		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>TOTAL</b>	<b>TOTAL</b>
	<b>TITLE</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Hours</b>	<b>FTEs</b>
	<b><u>Administrative /Misc</u></b>									
	Medical Director		8	8	8	8	8		40	1.00
	Dentist		16	16	16	16	16		80	2.00
	X-Ray Technician			4		4			8	0.20
	Optometrist (20 hrs. / mo.)								5	0.13
	<b>TOTAL FTE</b>								<b>157</b>	<b>3.33</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (*continued*)**

**Riverbend Maximum Security Institution (RMSI)**

Operational Capacity: 714  
 2 Clinic Examination Rooms  
 12 Bed Infirmary  
 MAXIMUM Custody Level

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician and mid-level services, 24/7 RN coverage, dentistry clerical/ medical records support optometry, and all ancillary support at both the main facility as well as the annex.

RMSI		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTE
	<b><u>Administrative/Misc</u></b>									
	Health Administrator		8	8	8	8	8		40	1.00
	Director of Nursing		8	8	8	8	8		40	1.00
	Medical Director		8	8	8	8	8		40	1.00
	Physician								0	0.00
	PA/NP		8	8	8	8	8		40	1.00
	Administrative Assistant		8	8	8	8	8		40	1.00
	Records Clerks		16	16	16	16	16		80	2.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	X-ray Technician		4		4		4		12	0.30
	Optometrist (8 hrs./mo.)								2	0.05
	<b><u>Days</u></b>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN Infirmary	16	16	16	16	16	16	16	112	2.80
	RN Infectious Disease/Chronic Care		8	8	8	8	8		40	1.00
	LPN	16	16	16	16	16	16	16	112	2.80
	Phlebotomist								0	0.00
	<b><u>Evenings</u></b>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	16	16	16	16	16	16	16	112	2.80
	<b><u>Nights</u></b>									
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	8	8	8	8	8	8	8	56	1.40
	<b>TOTAL</b>								<b>1030</b>	<b>25.75</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (continued)**

**Wayne County Boot Camp (WCBC)**

Operational Capacity: 446  
 Bootcamp and Geriatric Facility  
 1 Clinic Examination Room

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services and optometry.

WCBC		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	Medical Director		8		8	8			24	0.60
	Dentist		8		8		8		24	0.60
	Dental Assistant		8		8		8		24	0.60
	Optometrist (8 hrs./mo.)								2	0.05
	<b>Total FTE</b>								<b>74</b>	<b>1.85</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (*continued*)**

**Southeastern Tennessee State Regional Correctional Facility (STSRCF)**

Operational Capacity: 971  
 Time Building Institution  
 3 Clinic Examination Rooms  
 Medium Security Custody Level

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services and optometry.

STSRCF		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	<u>A.13.g. TITLE</u>	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	Medical Director		8				8		16	0.40
	Dentist		8		8		8		24	0.60
	Optometrist (8 hrs. /mo)								2	0.05
	<b>TOTAL</b>								42	1.05

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (continued)**

**Turney Center Industrial Prison and Farm (TCIP)**

Operational Capacity: 1,113  
 Time Building Institution  
 Annex  
 2 Clinic Examination Rooms  
 2 Infirmary Beds  
 Medium Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician and mid-level services, 24/7 RN coverage, dentistry clerical/ medical records support optometry, and all ancillary support at both the main facility as well as the annex.

TCIP		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	<b><u>Administrative/Misc</u></b>									
	Health Administrator		8	8	8	8	8		40	1.00
	Director of Nursing		8	8	8	8	8		40	1.00
	Medical Director		8	8	8	8	8		40	1.00
	PA/NP		8	8	8	8	8		40	1.00
	Administrative Assistant		8	8	8	8	8		40	1.00
	Records Clerks (days & evenings)		24	24	24	24	24		120	3.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	X-ray Technician		8		8		4		20	0.50
	Optometrist (16 hrs./ mo.)								4	0.10
	<b><u>Days</u></b>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN Infirmary & Sick Call	8	8	8	8	8	8	8	56	1.40
	RN CQI / Infectious Disease Coordinator		8	8	8	8	8		40	1.00
	LPN	8	24	24	24	24	24	8	136	3.40
	Pharmacy Technician		8	8	8	8	8		40	1.00
	<b><u>Evenings</u></b>									
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	8	16	16	16	16	16	8	96	2.40
	<b><u>Nights</u></b>									
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	8	8	8	8	8	8	8	56	1.40
	<b>Total FTE</b>								<b>1016</b>	<b>25.40</b>

**EXHIBIT B**  
**MINIMUM STAFFING REQUIREMENTS (*continued*)**

**Northeast Correctional Complex (NECX)**

Operational Capacity: 1,850  
 Annex  
 Time Building Institution  
 3 Clinic Examination Rooms  
 10 Infirmary Beds  
 All Custody Levels

The Proposer shall include all necessary FTEs necessary to provide on-site primary care physician, dentistry services and optometry.

NECX		Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL	TOTAL
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	<b><u>Administrative /Mis</u></b>									
	Medical Director		8	8	8	8	8		40	1.00
	Dentist		8	8	8	8	8		40	1.00
	<b><u>Ancillary</u></b>									
	X-Ray Technician		8		8		8		24	0.60
	Optometrist (20 hrs. / mo.)								5	0.13
	<b>Total FTE</b>								<b>109</b>	<b>2.73</b>